Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

VOL. XXXVI., No. 8.

The Solicitors' Journal and Reporter.

LONDON, DECEMBER 19, 1891.

CURRENT TOPICS.

WHEN Mr. Justice MATHEW took over the list of Mr. Justice STIRLING on the 1st of December there remained eighteen days of the Michaelmas Sittings. Of the eighty-five actions in that list, no fewer than eighty-three had been heard, or otherwise disposed of, on Thursday last, and one stood over to be heard on Monday, the 21st inst. Only one case then remained ready for hearing; but there are thirty actions in the list none of which are to be heard before the Hilary Sittings.

THE REPREHENSIBLE practice, which is so commonly adopted, of sending written communications to jurymen on the subject of a pending investigation, appears to be very much on the increase. And not only are jurymen annoyed with letters of advice and remonstrance, or in some cases threats, but judges suffer under a similar infliction. In a case before the Court of Appeal No. 2 on Wednesday last, in which judgment was to be delivered at the sitting of the court, Lord Justice LINDLEY displayed a package of bulky dimensions, stating that it had been sent to the judges with a request that they would read its contents before delivering judgment. "This," he said, "we decline to do, and therefore direct the package to be returned to the person who sent it." It ought to be generally known that such missives are usually opened by a judge's clerk, who takes instructions from his chief before inviting him to read matter relating to a case then coming on for his decision. If those who thus think to hoodwink a judge understood that their endeavours in that direction would prove futile, they would save themselves the trouble of writing and the disappointment of having their communications returned unread or committed to the judicial waste-paper basket.

MR. JUSTICE NORTH has made an alteration in his practice as to the hearing of winding-up petitions, and in so doing he has, we believe, assimilated his practice to that of the other judges of the Chancery Division. It has been his practice to treat all winding-up petitions as opposed, and not to hear them until the day's list is called for the second time. Last Saturday, however, counsel pointed out that, by virtue of rules 3 and 4 of the General Rules of February 14 last under section 26 of the Companies (Winding-up) Act, 1890, every person who intends to appear on the hearing of a winding-up petition is bound to serve notice of his intention on the petitioner, stating whether he intends to support or oppose, and the petitioner is, on the day appointed for hearing the petition, prior to the hearing of the petition, to hand to the registrar in court a list of the persons who have given notice of their intention to appear, stating whether they oppose or support, so that, if this list is correctly made out, it must be known when the petition is called on whether it is opposed by anyone. Consequently, it was submitted, there was no longer any reason for waiting till the list was called the second time in order to see whether there was any opposition, and, moreover, it would be much more convenient that unopposed winding-up petitions should be heard when they were first called, for otherwise they might be postponed during a lengthened hearing of some hotly-contested opposed petition. Mr. Justice NORTH acceded to this view, and said that in future he would hear petitions as to which no notice of opposition had been received by the registrar in their turn when first called. In case it should be found, after a winding-up order had been made, that the petitioner's solicitor had omitted to inform the registrar of some opposition of which he had received notice, the order would be stopped. The petitioner must take that risk. The learned judge also said that, in accordance with the practice of Mr. Justice CHITTY, he should require the registrar's certificate that the petition had been duly advertised to be produced in court before he would hear the petition. He did not wish to run the risk of

wasting time by hearing a petition upon which no order could be made.

A CORRESPONDENT, whose letter we print elsewhere, calls our attention to a question of some importance which arose in *Re Tritton* (*ante*, p. 109), and we confess we do not understand, and should be glad to know, the reason for the difficulty which seems to have been felt by the court. A mortgage, made in 1886, contained a proviso that the statutory power of sale should not be exercised till after the expiration of six calendar months from service of notice to that effect upon the mortgagor, or till interest should be in arrear for three months. We should have thought that the effect of the proviso was to vary the periods mentioned in section 20, clauses (i.) and (ii.), of the Conveyancing Act, 1881, and hence, by virtue of section 19 (2), section 20 would apply to the mortgage in question as though it enacted that the power of sale should not be exercised until a six months' notice had been given, or until interest was in arrear for three months. In other words, the effect was to incorporate these periods in the statute. Then there follows the provision of section 21 (2), that where a conveyance is made in professed exercise of the power of sale conferred by the Act, the title of the purchaser shall not be impeachable on the ground that no case had arisen to authorize the sale, or that due notice was not given. In the case in question the statutory power of sale was exercised, and the purchaser applied at the Land Registry for registration with an indefeasible title. The registrar objected, however, that it was not shewn that the six months' notice mentioned in the proviso had been given, and he maintained that the proviso was not affected by section 21. This appears to have been on the ground that, till the notice mentioned in the proviso had been given, the statutory power did not arise. But this seems to be an error. As already pointed out, the proviso is incorporated in the statutory power, and hence section 21, in absolving the purchaser from the duty of seeing that due notice had been given, absolved him from all liability for non-compliance with the proviso. Apparently, therefore, the objection taken by the registrar was untenable, although some countenance seems to have been given to it by NORTH, J. As, however, the mortgagor was then a consenting party, there was, of course, no difficulty in directing registration.

ON WEDNESDAY, in the case of *Re Cathcart*, the Court of Appeal laid down in very clear terms the principal matters which ought to be taken into consideration in the exercise of the discretion which is given to the "judge in lunacy" by section 109 of the Lunacy Act, 1890. That section provides that "the costs of all proceedings for the purpose of ascertaining whether a person is lunatic, and of all proceedings in the matter of a lunatic, shall be in the discretion of the judge in lunacy, who may order all or any of such costs to be paid by the lunatic or alleged lunatic, or to be charged upon and paid out of his estate, or such part thereof as the judge thinks fit, or by any other party to the proceedings." LINDLEY, L.J., said that, the matter being thus left to the discretion of the court, he did not think it right to attempt to lay down any principles or rules by which the free exercise of its discretion might be fettered. But he thought that the following points were essential for consideration: (1) The reasons for believing in the insanity of the alleged lunatic; (2) the reasons for believing him to be not only insane, but also incapable of managing himself or his affairs; (3) the reasons for instituting any proceedings, assuming him to be insane and incapable of managing himself or his affairs; (4) the relation in which the petitioner stands to the alleged lunatic, and the objects and conduct of the petitioner; (5) the respective means of the parties and the amount of the costs. These matters must always be important, but, in addition to them, there might be others, and, if there were, they also must be taken into account by the court before coming to a conclusion as to what ought to be done. No proceedings in lunacy could be justifiably taken against anyone who was not reasonably supposed to be of unsound mind. A person might be unfit to manage himself or his affairs from various causes other than unsoundness of mind—*e.g.*, various forms of illness, bodily injuries, old age, &c. But, however unfit, unless insanity could be discovered, lunacy proceedings ought not to be had recourse to. If insanity was believed to exist, still lunacy proceedings ought not to be had recourse to unless the supposed lunatic had shown himself to be incapable of managing himself and his affairs. Assuming that there were grounds for supposing a person to be insane and to be incapable of managing himself or his affairs, it did not follow that there was any occasion to institute lunacy proceedings against him. It was necessary to consider his position and what management was wanted in his particular case, and whether his friends and relatives were bestowing such care and management as were required. In considering the reasonableness of taking legal proceedings against an alleged lunatic it was very material to ascertain whether he could or could not be brought to realize his own position and to submit himself to the care of others. The relation in which the petitioner stood to the alleged lunatic, and the petitioner's objects and conduct, although not relevant to the inquiry into the state of mind of the alleged lunatic, were very important in considering the question of costs. An unsuccessful inquiry promoted by a stranger for purposes of his own, perhaps mainly in the hope of getting costs, ought to be regarded very differently from an unsuccessful inquiry promoted, perhaps most reluctantly, by a husband or wife or some kind relative or intimate friend acting *bonâ fide* in the interest of the alleged lunatic and for the protection of himself and his property. Between these extremes there was room for many differences of degree; but it would be hopeless for the promoter of an inquiry which resulted in a verdict of sanity to ask the court to order his costs to be paid by the alleged lunatic, unless the court came to the conclusion that there were reasonable grounds for the inquiry; that the inquiry was really desirable; that the petitioner was under the circumstances a proper person to ask for it; and that he acted *bonâ fide* in the interest of the alleged lunatic. Moreover, the respective means of the parties and the amount of the costs could not be disregarded. If the petitioner could well afford to pay the costs, and the alleged lunatic would be ruined if ordered to pay them, the court would not order him to pay them, whilst there might be no such reluctance if the reverse were the case. The court ought to endeavour to do what was fair and just in each particular case. Though the court expressly declined to fetter in any way the discretion given by the Act, the observations of the learned Lord Justice will materially assist in the exercise of the discretion in any future case.

THE CASE of *Re Mustapha, Mustapha* v. *Wedlake* (reported elsewhere) is one of some interest. The distinctions which have hitherto been drawn as to whether donations *mortis causâ* are valid or not have been very fine, but we venture to think that no case has gone so far as the present one. The real question was whether there was any delivery of the subject of the donation. The evidence proved that certain bonds payable to bearer belonging to the deceased were locked up in a safe in his bedroom; the key of the safe was in the wardrobe in the same room; and the key of the wardrobe was in the possession of the deceased. Very shortly before his death he sent for his daughter and told her to take his keys (including the key of the wardrobe), and said: "Put them in your pocket and keep them; all is yours." In order to give effect to the donation, the donor must both part with the possession and the dominion over the subject of the gift. Mr. Justice MATHEW held that there had been a sufficient delivery of possession, and that the donation was valid. In *Jones* v. *Selby* (Prec. Chanc. 300) the delivery of the key of a trunk was held to pass both the trunk and its contents; and Lord HARDWICKE pointed out in *Ward* v. *Turner* (2 Ves. sen. 443) that "the delivery of a key of bulky goods, where wines, &c., are, has been allowed as delivery of the possession because it is the way of coming at the possession, or to make use of the thing; and therefore the key is not a symbol, which would not do." There are other cases where delivery of a key has been held to amount to delivery of possession, but we think that no previous case has gone so far as to establish the proposition that delivery of the key of a piece of furniture containing another key will pass the contents secured by the second key. The recent case was one in which the court would go to the furthest limit allowed by law to give effect to the wishes of the deceased,

and to decide in favour of the child; and had it been decided otherwise, the case would have been a peculiarly hard one; for it appeared that the three children of the deceased were all illegitimate, practically the whole of their father's estate consisted of the bonds, and the income from the bonds would form their sole means of livelihood. We hardly think that the extension of the doctrine as indicated in this case should be regarded as settled law; it might become a dangerous precedent and open a way for the perpetration of fraud.

In the recent case of *Radclyffe* v. *Bartholomew* (40 W. R. 63) Divisional Court (Wills and Lawrance, JJ.) rejected the notion that there was any distinction between civil and criminal cases in respect of the computation of time where a limit is imposed within which certain acts must be done. The rule which has been established in civil cases is that the day from which the reckoning is to commence is to be excluded. The matter was elaborately discussed by Grant, M.R., in *Lester* v. *Garland* (15 Ves. 248), where a certain condition had to be fulfilled within six calendar months after a testator's death, and he held that the day of the death must be excluded, at the same time suggesting that a different rule might prevail where the party against whom time was running was privy to the act from which time was to be reckoned. This distinction was countenanced also in *Hardy* v. *Ryle* (9 B. & C. 603), but in *Young* v. *Higgon* (6 M. & W. 49) Parke, B., doubted it, and preferred the more general ground that the first day is always to be excluded from the computation. And this is in accordance with the principle stated by Grant, M.R., in *Lester* v. *Garland*, that our law rejects fractions of a day. "The effect is to render the day a sort of indivisible point; so that any act done in the compass of it is no more referrible to any one than to any other portion of it; but the act and the day are co-extensive, and therefore the act cannot properly be said to be passed until the day is passed." So, too, it was held in *Williams* v. *Burgess* (12 A. & E. 635) that the same rule must be applied as far as possible in construing different statutes in spite of slight variations in their mode of describing the limit of time. Considering these authorities, and the obvious tendency in favour of a uniform rule, there seems to be abundant reason for applying it in criminal matters also, and, as Wills, J., pointed out, great mischief would result if the same words were construed in one way in a statute dealing with civil procedure and in another way in a criminal statute. It is true that in reckoning the year and the day within which death must ensue in order to constitute murder "the whole day on which the hurt was done shall be reckoned the first" (Hawk. P. C., I., 93), but the odd day was clearly added for the very purpose of securing the full year. In *Radclyffe* v. *Bartholomew*, accordingly, where, by 12 & 13 Vict. c. 92, s. 14, a complaint of cruelty to an animal had to be made within one calendar month after the cause of complaint should arise, it was held that a complaint made on the 30th of June was in time, the alleged offence having taken place on the 30th of May.

While we are afraid we have not always done justice to the great ability and celerity of production which characterize many of the reports of cases which appear in the leading daily journal, we have always been ready to express our mingled admiration and envy at the manner in which some of the writers from time to time shake themselves free from the trammels of the ordinary law reporter as regards headnotes. A somewhat lengthened observation has led us to anticipate these happy aberrations at unperiodic intervals. At one time we thought it might be the weather or the position of some celestial body which accounted for them, but we have long since abandoned the idea of constructing any hypothesis as to the cause. All we can do is to mourn during the period of humdrum headnotes, and to rejoice when the period of originality arrives. This is a week of rejoicing. On one day we lighted on the following headnote:—

"This case illustrated very strongly the importance, especially to magistrates, of Law Reports."

"This case illustrates" is, it is true, rather an old friend, but the addition is quite novel, and is certainly a most original and useful remark. If only it can be altered in a future issue so as to read, "This case illustrated very strongly the importance, especially to lawyers, of Law Reports," it will, we think, take rank among the best of the productions to which we have from time to time called attention. We have happily, however, an entirely new departure to record. *Obiter dicta* are ordinarily assigned a place in the arguments, and it is only *sembles* which appear in the headnote—*e.g.*, the headnote in the Scotch case before the House of Lords, "*Semble*, the possession of breeches by a Highlander is presumptive evidence of larceny." But it has, happily, occurred to one of our favourite reporters that *obiter dicta* also may well be inserted in the headnote. Hence the following production, which has appeared within the last few days:—

"This, as a solicitor consulted in the case said, was the 'most extraordinary case ever heard,' or, as Sir Charles Russell described it, 'a case in my view of it fraught with mystery.'"

We earnestly hope that this new vein will be sedulously worked. And with a view to this we suggest the following headnote:—

"This, as an intelligent articled clerk remarked, was 'the "oof-est" case ever heard'; or, as the facetious usher of the court described it, 'a case in my view of it fraught with pearlil.'"

"THE DEAD HAND."

The Marquis of Ailesbury's Wiltshire estates are to be sold in order to avoid the calamity of their falling under the power of the "dead hand." Such is the decision of the Court of Appeal in accordance with the new Statute of Mortmain which has been discovered in the Settled Land Act. But the fear of the dead hand which has produced such an effect, and has overruled Mr. Justice Stirling's carefully-considered judgment, looks at consequences very different from those of the dead hand of the Middle Ages, which, as one result at any rate, transferred the occupiers of the land from the harsh dominion of a feudal lord to the milder and more beneficent rule of a monastery, a college, or a guild. In these modern times the change for the tenantry is in the contrary direction, and instead of receiving the blessings which are supposed to attend a wealthy and benevolent landowner's management they find themselves exposed to the [supposed] desolating and grinding exaction of a life tenant's mortgagee who has entered into possession and is bent on making the most of his security. The revival of the term is certainly an ingenious rhetorical device, and the fortunate counsel to whom it first suggested itself is to be congratulated on its sudden success, but when time is taken for consideration the analogy seems, perhaps, a trifle slender to form the basis of a judgment. And even if the dead hand, as thus imagined, is a proper matter for the court to take into consideration, it is possible that its terrors have been just a little exaggerated. All the Lords Justices were considerate enough to the feelings of the Marquis of Ailesbury to credit him with the prospect of a long life. Thirty, forty, or fifty years were the terms mentioned, and during the whole of them misery and desolation were to rest upon the unhappy denizens of the Savernake Estate. Perhaps, however, it may be suggested that even a mortgagee has to be prudent, and if he is the mortgagee of a great English property, though the tenure be only *pur autre vie*, and therefore uncertain, he will hardly be consulting his own interests by altogether neglecting its welfare. He may, of course, have only a year or two to exploit it, but in all probability he has guarded against this risk by insurance, and as he can therefore base his calculations on a longer period of possession, he will certainly be the loser if he allows the estate to sink much below the condition of those of neighbouring landowners. He may not play the squire to the villagers at Christmas time, and during his sway the county will have to put up with a magnate the less; but, whatever may be his shortcomings, he will at least have to contrive to let the farms to solvent tenants, and this is hardly consistent with a policy of utter neglect.

The question, however, depends, or ought to depend, not at all upon catch phrases or upon the general social effects which may follow from a particular judgment. Even a Court of Appeal may sometimes have to face the unpleasant necessity of deciding a hard case. It depends, indeed, solely on the construction of the Settled Land Act, and the jurisdiction thereby

conferred upon the court with regard to the sale of mansion-houses. For in the present case it is essential to remember that, though the proposed sale included the whole estate, with its ninety farms and its thousand cottages, and therefore appeared to be a matter of great magnitude, yet the sanction of the court was only required with regard to the mansion-house and the demesne lands. But whichever part of the estate is in question, the argument must commence with section 53, under which a tenant for life, in exercising any power under the Act, is to have regard to the interests of all parties entitled under the settlement, and, in relation to the exercise thereof by him, is to be deemed to be in the position, and to have the duties and liabilities of, a trustee for those parties. Upon this, in the present case, it seems to have been somewhat unnecessarily held that the interests referred to are pecuniary interests only. The tenant for life, it was said, is master of the situation, and hence, provided only the price is proper, he can refuse entirely to consider the feelings and wishes of the remaindermen. Possibly this may be correct, though it is hardly in accordance with the elaborate description of the duties of the tenant for life given by Lord ESHER, M.R., in *The Earl of Radnor's case* (45 Ch. D. 402), where it was also laid down that the discretion of the court was to be exercised on the same lines, and that, like an honest and independent trustee, it was to take into account all the circumstances of the family before agreeing with or overruling the decision already arrived at by the tenant for life. Clearly such circumstances include other matters than the mere pecuniary interests of the remaindermen, and, even supposing the duties of the tenant for life, under section 53, to be limited in the way now suggested, yet a wider view must be taken of the functions of the court when these have to be exercised under section 10 of the Settled Land Act, 1890. If it be true that the tenant for life is empowered to sell, subject only to sufficiency of price, the whole estate, with the exception of the mansion-house and the demesne lands, the Settled Land Acts shew that, with regard to the excepted portion, a further safeguard than his own natural desire to preserve the family seat is necessary; and, in requiring the sanction of the trustees or of the court, it would seem that the Legislature intended to secure for the wishes of the remaindermen and the general circumstances of the family that consideration which the tenant for life may not be bound to give to them. In the present instance, the pecuniary interests of the remaindermen were safe, and it was therefore the special duty of the court, in exercising this wider discretion, to determine whether, having regard to the whole circumstances of the family, their wishes ought to be overridden by the life tenant's necessities. Upon this footing STIRLING, J., exercised his discretion; and, if the matter rested here, there could scarcely be any doubt that he exercised it correctly.

The matter, however, was not allowed to rest here, and this brings us to the important question raised by the judgment of the Court of Appeal. Was the court entitled to go outside the circumstances of the family and consider the welfare of the tenants and occupiers on the estate? As we have already pointed out, it is probable that somewhat too gloomy a view was taken of the mortgagee's *régime*, and the interference of the court on this ground was perhaps quite superfluous. But apart from this, it is very doubtful whether the personal welfare of the tenants is within the scope of the Act. According to its title it is an Act for facilitating sales, leases, and other dispositions of settled land, and for promoting the execution of improvements thereon. As to this last object, incidentally of course, it is beneficial to the tenants, but its real aim is the improvement of the estate at the expense of all the successive owners for the benefit of such owners, and the Act generally is designed to permit of dispositions by the tenant for life without injury to the substantial interests of the remaindermen. In deciding, therefore, any matter as between the tenant for life on the one hand and the remaindermen on the other, the sole question would seem to be whether the present circumstances and necessities of the former, taken in connection with the probable future fortunes of the family, are such as to entitle his wishes to prevail over those of the latter, and hitherto this has afforded sufficient scope for inquiry. Of course the state of the property itself is a matter naturally included, and if the forebodings of the Court of Appeal were well founded, this might have formed a sufficient ground for the decision. If the remaindermen will in all probability receive the estate greatly diminished in value, a reason exists for regarding their wishes as mistaken, and hence as entitled to less weight. But, though this was mentioned, and to a certain extent relied on, by the Court of Appeal, the decision was really based on the welfare of the tenantry, and, making all due allowance for the very proper desire to take a wide view of the Act, it seems to be doubtful whether this was a relevant consideration. It may frequently happen, of course, that the court will assist impoverished owners to sell, but this is in the interest of the family simply; that their means may be increased by the produce of sale, not that the tenants may exchange a poor for a wealthy landlord. The tenants have other remedies for the shortcomings of the landlord than the benevolent interference of the court.

Indeed, the very mention of tenants in such a connection throws suspicion on the matter, inasmuch as where tenants are properly in question the assistance of the court is not wanted. The peculiarity of the present case is that, while the court had only to consent to the sale of the mansion-house, it practically based its decision on the condition of the agricultural land and its tenants. It was, of course, a relevant consideration that, by selling the mansion-house with the remainder of the estate, the remainder would fetch a higher price than if sold alone, but beyond this it is a little difficult to see how the remainder of the estate was really before the court. If the price was sufficiently good to override the wishes of the remaindermen, then the inclusion of the rest of the estate would settle the question, but apart from the mere matter of price, the court was concerned solely with the mansion-house. In point of fact, however, they directed the sale of the mansion-house, not because the tenant for life was entitled to such a sale as against the remaindermen, but because by so doing they would at the same time insure the sale of the other part of the estate; that is, they exercised their jurisdiction mainly upon grounds affecting property which was not subject to their jurisdiction. Thus the condition of things is a little anomalous, and the consistency of the decision is not increased by the fact that the probability of the tenant for life himself exercising his undoubted right, and selling everything except the mansion-house and the demesnes, was expressly contemplated.

As to the forest, it was of course purely irrelevant to introduce it into the argument at all. By the settlement, under which the Marquis of AILESBURY became tenant for life without impeachment for waste, the property in the timber was practically vested in him, and it was solely a matter for his consideration whether he would take advantage of this or not. If he did, the remaindermen would have no ground of complaint. Their position, indeed, was very clear. The Marquis could sell away from the family every acre of land other than the demesne lands and the site of the mansion-house, and he could cut down most of the forest and pocket the proceeds. This they knew, but none the less they objected to the court favouring him at their expense and putting the family seat as well under his power. With all sympathy for the tenantry on the Savernake Estate, and with all respect for the motives which influenced the Court of Appeal, we cannot avoid the impression that the decision was based upon considerations which the court, in exercising its jurisdiction under the Settled Land Act, is not entitled to take into account, especially in a case where they solely affect land with regard to which that jurisdiction does not exist. The "dead hand" has its recognized place in legal history, and the doctrine still survives in modern law, but it does not seem, upon any intelligible principle of construction, to have been incorporated in changed form in the Settled Land Act.

THE DIFFICULTIES UNDER ORDER 14.

THE difficulties which have arisen in judges' chambers affecting the procedure under order 14, to which we called attention on a previous occasion (*ante*, p. 87), do not decrease. On the contrary, they increase as time goes on. The situation created by the decisions in *Gurney* v. *Small* (1891, 2 Q. B. 584) and *Elliott* v.

Roberts (*ante*, p. 92) is generally regarded as well nigh intolerable, not merely by the profession, but quite as strongly by those whose duty compels them to give effect to those decisions. When a decision creates this feeling, the air becomes charged with storms. Expedients of many kinds are invented by ingenious minds in order to break through the restraints imposed, or to restore the advantages taken away. The meaning of this, of course, is that the collective expert mind of the profession remains unconvinced, and regards the objectionable decision in the light of a troublesome barrier to be thrust aside as soon as may be, instead of in the light of a solid judgment based upon sound sense and good law. Sometimes the professional public, when it takes up this attitude, may be wrong, but more often it is right, and in the end the decision goes down before the attacks made upon it.

Let us, in the first place, consider the position established by *Gurney* v. *Small* so far as that case deals with a judge's power to amend the writ on applications under order 14. The decision on that point may be summed up in a sentence. Where a defect is discovered in a special indorsement under ord. 3, r. 6, and the defendant takes the objection on the hearing of the summons under order 14, the judge has no power to adjourn the summons with leave to amend. The basis upon which the decision rests is purely technical. Ord. 14, r. 1, says, "Where the defendant appears to a writ of summons specially indorsed under ord. 3, r. 6, the plaintiff may," &c. The writ was not specially indorsed when the defendant appeared, and the whole procedure being based upon the special indorsement of the writ at the time of appearance, there is an end of order 14 so far as that particular case is concerned. How does this work out in practice? We have no hesitation in saying that it works extremely badly. Ord. 3, r. 6, which provides for the special indorsement of the writ in certain cases, simply bristles with technicalities. It is a veritable porcupine of practice, with a legal technical point at the end of every quill. Hundreds of decisions have been given on the various sub-heads into which the rule is divided. The slightest departure from the proper form of indorsement as suggested by the rule, outlined by the statutory forms under it, and amplified or restricted by the numerous decided cases, vitiates the special indorsement, and takes it out of the rule altogether. The task of administering justice under this rule and its twin-brother, order 14, has fallen in the first instance on the masters, who may be said to be experts at the work. They could hardly be otherwise, seeing that for the last ten years they have been called upon to hear applications under order 14 at an average rate of not less than fifty a day. From the very first the ever-recurring difficulty presented itself of technical defects in the special indorsement. How were they to be dealt with? Here were cases every day, and several daily, wherein the plaintiff claimed a simple contract debt and swore that there was no defence to his claim; and here was the defendant meeting his demand for summary judgment, not by denying the debt or raising any legal question, but simply by pointing out some mere technical shortcoming in the wording of the special indorsement, which had not the slightest bearing whatever upon the plaintiff's right to recover. How were these objections to be overcome, and substantial justice to be done? The very worst injustice would have been to allow these mere technical objections to prevail. The masters, supported by the judges, fell back on the inherent power of the court to amend any proceedings before it, and they did justice. They gave leave to amend, and on the hearing of the adjourned summons they gave judgment on the claim, unless some reasonable ground of defence were disclosed by the defendant. That power to amend so exercised has, for all these years, been the oil in the wheels of order 14 procedure, which has kept it in smooth and easy working. Now it has been taken away by *Gurney* v. *Small*, and the only question which exercises the minds of the profession and experts alike is how to devise some plan to restore it.

Mr. Justice WILLS, in delivering judgment in *Gurney* v. *Small*, seems to have had some perception of the difficulty which would be created by the decision, for he said: "It has been suggested that after the amendment of the indorsement a *fresh summons* under order 14 might properly have been taken out, without the necessity of a fresh appearance by the defendant, and I do not say that that would not be sufficient. I desire to offer no opinion on that point." Another learned judge sitting in chambers seems to have regarded this passage as a possible means of escape from the stringency of the decision, for he dealt with a similar case in the following terms:—"No order (on summons under order 14). Leave to amend writ. Appearance to stand to writ as amended." With such an order as this the plaintiff would be in a position, after amending his writ, to issue a fresh summons under order 14; for it has been decided that where a summons under order 14 has been dismissed on account of technical defects, and without any adjudication between the parties, a second application under order 14 may be made: *Sykes Brewery Co.* v. *Chadwick* (7 Times Rep. 258). Is this, then, a means of evading *Gurney* v. *Small*? It does not do to prophecy about practice in these days of technical decisions, but we may at least devoutly hope that the learned judge's ingenuity has not been expended in vain, and that his example will be followed by others. There is, however, one possible shortcoming in his order. Can the judge order the appearance to stand to the writ as amended? And if he can, has the defendant in such a case "appeared to a specially-indorsed writ"?

The purely technical nature of the difficulty can be perceived at a glance if we place side by side the opening words of ord. 14, r. 1, and the same words slightly altered in order to dispose of the objection. As it stands order 14 begins thus:—

> Where a defendant appears to a writ specially indorsed under ord. 3, r. 6, the plaintiff may, &c.

The point in *Gurney* v. *Small* could not have been raised if the rule had been worded thus:—

> Where a writ of summons is specially indorsed under ord. 3, r. 6, the plaintiff may, after appearance by the defendant, &c.

Substantially the meaning of both the above sentences is the same, and the effect of the suggested alteration would be to leave the rule as it was in all respects, except that the power of the court to amend could be applied to a special indorsement without impairing the right of the plaintiff to continue his proceedings under order 14. The *status quo ante* would be restored, and *Gurney* v. *Small* overruled by rule of court. Is it too much to hope that the Rule Committee will give their attention to this matter? The effort required to put it right is so trifling in comparison with the vast amount of delay, inconvenience, and expense which have been imposed upon litigants suing for simple contract debts, by the sudden removal of the one facility which has heretofore rendered the process of law in their case rapid, economical, and just.

The case of *Elliott* v. *Roberts* (*ante*, p. 92) has been instrumental in spreading considerable confusion, more, perhaps, than is actually warranted by the decision itself. Before the judgment in that case was delivered it was clearly established that an unliquidated claim could not be joined with a liquidated claim on a specially-indorsed writ: *Imbert-Terry* v. *Carver* (35 W. R. 328, 34 Ch. D. 506) and *Gurney* v. *Small* (*supra*). In *Elliott* v. *Roberts* the plaintiff claimed the amount due on a promissory note—viz., the principal sum and the interest agreed at twenty-five per cent., to the date of the writ. Both these two items of the claim were stated sums, and the total represented the "liquidated demand" for which the writ was indorsed under ord. 3, r. 6. A further claim was added for what may be conveniently called running interest, which was in the following words: "And the plaintiff claims interest on the above sum of £ (debt) at the rate of £25 per cent. per annum from the date of this writ until payment or judgment." This claim was held to be an unliquidated demand added to the liquidated demand, and, consequently, it was held that the writ was not specially indorsed under ord. 3, r. 6.

It is a matter of regret that the grounds of the decision were not stated more fully than they were. One of the learned judges dwelt upon the fact that no contract was alleged to pay this running rate of interest. And the high rate of interest was also referred to in such a way as to imply that it may have influenced the court. There was no express contract to pay interest at £25 per cent. per annum from the issue of the writ until judgment, and it may be that the court refused to imply such a contract. But the decision, again, appears to have been based upon the fact that a claim for running interest is an

unliquidated claim, and that, therefore, its addition to the liquidated claim vitiated the special indorsement. This would apply to every claim for interest, no matter how low the rate per cent. were. It may, perhaps, be useful, therefore, to call attention to one or two points bearing upon this claim for running interest, with a view to ascertaining how far it is permissible under the rules.

Ord. 3, r. 6, commences with the following words:—

> In all actions where the plaintiff seeks only to recover a debt or liquidated demand in money payable by the defendant, with or without interest, arising, &c.

The first point which arises is as to the precise meaning of the term "liquidated demand" in relation to a claim for interest. Does that term include a claim for interest in any shape or form? and, if it does, to what extent? If it appears that the term "liquidated demand" does contemplate the inclusion of a stated sum for interest, then the subsequent words, "with or without interest" must necessarily apply to some further claim for interest which cannot be included in the liquidated demand. That appears to be a reasonable proposition, because we cannot suppose that the words "with or without interest" have no meaning whatever.

The term "liquidated demand" is used elsewhere in the rules. Ord. 13, r. 3, is in the following terms:—

> Where the writ of summons is indorsed for a liquidated demand, whether specially or otherwise, and the defendant fails, or all the defendants, if more than one, fail, to appear thereto, the plaintiff may enter final judgment for any sum not exceeding the sum indorsed on the writ, together with interest at the rate specified (if any), or (if no rate be specified) at the rate of five per cent. per annum, to the date of the judgment, and costs.

The above rule is instructive. In the first place it contemplates in the clearest possible terms *the inclusion in, or addition to, a specially-indorsed writ of a claim for running interest*—that is to say, a claim for interest at a given rate from the date of the writ until judgment. It goes even further than this, where *no rate of interest is named* it provides five per cent. as the rate to be allowed. It can hardly be contended that the fact of not specifying the rate of interest makes the claim for it a "liquidated demand." A claim at a specified rate must necessarily partake more of the nature of a "liquidated demand" than a claim for interest at no specified rate. And yet here we have one of the rules of court accepting by its terms a claim for running interest at no specified rate as a regular and proper part of a special indorsement.

Let us now take one of the statutory forms of a special indorsement from Appendix C, Sec. IV., to the rules. Form No. 3 is as follows:—

"The plaintiff's claim is against the defendant, as maker of a promissory note for £250, dated 1st January, 1882, payable four months after date.

Particulars:—	£
Principal	250
Interest	10
Amount due	260

Place of trial, Lancashire, West Derby Division.

(Signed)

Delivered

This form is that of a claim for a liquidated demand under ord. 3, r. 6. There is no claim in that form for running interest, nor is there such a claim included in any of the forms of special indorsement. But ord. 13, r. 3, which we have quoted above, clearly authorizes the addition to that form, in a specially-indorsed writ, of a claim for running interest. The whole of the above form may be taken to represent what has been understood to be a liquidated demand. One item of that claim is £10 for interest. That claim for interest forms part of the liquidated demand, making the total amount of such demand £260.

Turning now once more to the opening words of ord. 3, r. 6, which we have quoted above, we find that there are two things which may be claimed by way of special indorsement. First, the debt or liquidated demand, the latter of which includes, as we have shewn, a claim for interest already due, which, according to the form given, is to be a stated amount, and to form one of the items of the claim. Secondly, the further claim contemplated by the addition of the words "with or without interest." If we read these words in the light afforded by ord. 13, r. 3, it seems clear that they refer to a claim for running interest from the date of the writ until judgment.

We are not contending for a moment that a claim for running interest is a liquidated demand. It is, manifestly, not so. But it does appear that it is a particular form of unliquidated demand, the addition of which to a specially-indorsed writ is contemplated by the rules themselves, and that it is, moreover, authorized by the very terms of ord. 3, r. 6.

REVIEWS.

BOOKS RECEIVED.

Wilson's Legal Handy Books: Law of Innkeepers and the Licensing Acts. By THOMAS W. HAYCRAFT, Esq., B.A. (Oxon), Barrister-at-Law. Effingham Wilson & Co.

The Law relating to the Remuneration of Commission Agents. By WILLIAMS EVANS, B.A. (Oxon), Barrister-at-Law. Horace Cox.

The Powers, Duties, and Liabilities of Executive Officers. By A. W. CHASTER, Barrister-at-Law. Fourth Edition. William Clowes & Sons (Limited).

CORRESPONDENCE.

COVENANTS AGAINST ASSIGNMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am glad to see that your correspondent "W. H. H." has drawn attention in your columns to what he describes as an unprofessional and unfair covenant in a lease. Unfortunately, the covenant is only too commonly to be found in leases of property belonging to City companies, and in a more offensive form than that given by your correspondent.

I have before me a covenant in a lease from a City company which runs as follows:—"And also that all deeds and instruments, except wills and codicils, which shall be requisite for assigning, demising, or parting with the said premises or any part thereof, and whether absolutely or conditionally, or by way of mortgage or otherwise, shall at all times while the reversion of the said premises shall remain in the said master, wardens, and commonalty, their successors or assigns, be prepared and perfected by the clerk of the said master, &c., for the time being, he taking reasonable satisfaction for his pains in that behalf."

As a rule the clerks to the companies will generally accept a fee, ranging from three to five guineas, for waiving their right to prepare the assignment or other instrument; but why should a man be compelled to pay a fee for employing his own solicitor? It is evident that the covenant is not inserted in the interest of the lessors, for, if it were, what right has their solicitor to waive it?

The operation of the covenant may work great hardship and loss to the parties concerned in consequence of delay on the part of the lessor's solicitor in the preparation of the necessary documents.

The Council of the Incorporated Law Society would be conferring a great benefit if they would take steps to get a stop put to this objectionable practice. Even a mere public expression of opinion on their part that it was unprofessional and unfair would do a great deal of good.

I presume that in cases where the client objects to pay the fee to the lessor's solicitor for kindly not doing the work, and leaves to him the preparation of the assignment or underlease, the lessee's solicitor would not be entitled to scale charges, but would have to be satisfied with costs under schedule 2 for any work done by him in connection with the matter.

H. L. H.

Dec. 15.

Re H. S. TRITION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I should very much like to have your opinion as to whether the point raised by the Registrar of the Land Registry in this case, which was reported in the last number of the SOLICITORS' JOURNAL, was a sound one, and whether in similar cases a purchaser is bound to inquire whether the power of sale has arisen.

The court, having got all parties before it, does not seem to have answered the question.

SUBSCRIBER.

Dec. 15.

Re CHEESMAN.

(35 SOLICITORS' JOURNAL, 434, 39 W. R. 497; 1891, 2 Ch. 289.)

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your readers may be interested in the result of this taxation. The solicitor had sent in three bills on the 24th of November, amounting to £45 0s. 1d., and a further bill on the 18th of December, amounting to £3 16s. 2d., making together £48 16s. 3d., and on the 23rd of December he accepted £42 in discharge, which the applicant's solicitor admitted was a reasonable sum. The application to tax was resisted by the solicitor, on the ground that there were no special circumstances, no pressure, and no overcharge, and neither the chief clerk, nor the judge, nor the Court of Appeal, before whom the summons came in turn, pointed any out.

The taxing master has reduced the £42 by the sum of *one shilling and elevenpence*. The costs of the appeal have been taxed at £18 6s. 6d., and the costs of the application and of the taxation at £26 19s., leaving a balance of £8 10s. 7d. due to the solicitor. K., D., & Co.

Dec. 16.

CASES OF THE WEEK.

Court of Appeal.

REG. *v.* FARMER AND OTHERS, JUSTICES OF SALFORD—No. 1, 14th December.

CERTIORARI—ORDER OF JUSTICES—JURISDICTION—BASTARDY—SERVICE OF SUMMONS—LAST PLACE OF ABODE—35 & 36 VICT. c. 65, ss. 3, 4.

Rule *nisi* for certiorari to bring up and quash an order of justices. A woman named Howarth having obtained a summons against a man named Riley on the ground that he was the father of her illegitimate child, the summons was left on March 15, 1891, at the house of Riley's father as being his last place of abode. The matter came on for hearing at the petty sessions on March 25, when Riley's father attended and said that his son had gone to America in February to reside. A woman, however, deposed that she had seen him in the neighbourhood within a few days, and the magistrates held that the summons had been duly served upon Riley by being left at his last place of abode, and proceeded to hear the case. They adjudged Riley to be the putative father of the child, and made an order against him for its weekly maintenance. On December 1 Riley applied to the Divisional Court for a certiorari to bring up and quash the order, on the ground that there was no jurisdiction to make it, as the summons had not been properly served. The Divisional Court refused the application, holding that there was evidence before the justices on which they could find that the summons had been duly served, and that the court had no jurisdiction to review their decision. Riley then applied to the Court of Appeal, which granted a rule *nisi* for a certiorari and extended the time for applying (the application not having been made as required within six months) on proof of Riley's absence from England, and subsequent illness. The rule now came on to be argued, and it was contended on the authority of *Brittain* v. *Kinnaird* (1 B. & B. 433) and *Reg.* v. *Bolton* (1 Q. B. 66) that even assuming that the magistrates had decided wrongly, the court had no jurisdiction to review their decision on the facts, and further that the summons was properly served by being left at Riley's last place of abode in England.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.), made the rule absolute and quashed the order of the justices.

Lord ESHER, M.R., said that it must be borne in mind that this was not an application to enforce the order of the justices, in which case *Brittain* v. *Kinnaird* was an authority to shew that the court had no jurisdiction to inquire into the power of the justices to make the order. It was an application for a *certiorari* to bring up and quash the order, and in such a case *Reg.* v. *Evans* (19 L. J. M. C. 151), which was decided fifty years ago, was a strong authority for saying that the court had jurisdiction to see whether the justices had rightly found the facts on which their jurisdiction was based. That case had been followed in *Reg.* v. *Lee* (52 J. P. 344), and it could not be overruled. Nor were the court restricted to the evidence which was before the magistrates. They might hear further evidence, and in this case there was important additional evidence corroborating Riley's story. Not only had the woman who at the hearing had sworn she had seen him within a few days made an affidavit contradicting her evidence; but Riley himself had deposed that he arrived in America on March 3, twelve days before the notice was served, and a letter from him, which was undoubtedly genuine, had been put in which bore the Boston postmark of March 5. The decision of the justices, that he was still in England at the date of the service, was therefore clearly wrong. But then it was said that, nevertheless, the service was good since the summons was left at his last place of abode in England. No doubt the Act (35 & 36 Vict. c. 65, s. 4) directed that the summons might be left at a man's last place of abode, but that did not apply where he had another place of abode. It was not to be left at his last place of abode but one. If he was wandering about without any place of abode, of if he had gone away intending to evade service of the summons and to return when the thing had blown over, the summons might be left at his last place of abode, but that was not so when he had gone to reside somewhere else. In the present case the evidence was clear that Riley had gone to America, not to avoid service, or with any intention of returning, but to reside there. He had got a place of abode there, and therefore his father's house was not his last place of abode, and the service there was bad and ineffectual. No doubt the summons could not be served out of the jurisdiction, but the Act seemed to contemplate the case, since by section 3 it provided that the woman might take proceedings at any time within twelve months next after the man's return to England.

LOPES, L.J., said that in *Brittain* v. *Kinnaird* and *Reg.* v. *Bolton* both parties had been present when the order of the justices was made. In the present case the complainant alone had been present. The case of *Reg.* v. *Evans* was a strong authority for saying that the court might inquire into the preliminary question whether the summons had been duly served. It was clear that the justices were mistaken in thinking that he was in England, and it was equally clear that his father's house was not his last place of abode. The summons, therefore, had not been duly served, and the justices had no jurisdiction to make the order.

KAY, L.J., said that the case raised two important questions as to the jurisdiction of this court to review the magistrate's decision. Upon the service of the summons, he thought it would be a most serious thing if an order could be made in consequence of an irregular service against a man in his absence, and he were to have no power of calling the decision in question. It was essential to natural justice that such a man should be able to appear and shew that the justices had no jurisdiction to make the order without any notice to him. As to the second point, he was clearly of opinion that Riley's abode at the time the notice was served was in America, and therefore that his father's house was not his last place of abode.—COUNSEL, *Cluer; Le Riche.* SOLICITORS, *Jaques & Co.; Le Riche & Stevens.*

[Reported by A. P. PERCEVAL KEEP, Barrister-at-Law.]

***Re* AILESBURY'S (MARQUIS) SETTLED ESTATES**—No. 2, 12th December.

SETTLED LAND—MANSION-HOUSE—SALE BY TENANT FOR LIFE—DISCRETION OF COURT—SETTLED LAND ACT, 1882, ss. 3, 15, 50, 53—SETTLED LAND ACT, 1890, s. 10 (2).

This was an appeal by the Marquis of Ailesbury from the decision of Stirling, J. (reported 35 SOLICITORS' JOURNAL, 696), dismissing a petition presented by him asking for the sanction of the court to a proposed sale to Lord Iveagh of the Ailesbury settled estates, including therein the family mansion-house of Savernake Hall and the pleasure-grounds, park, and lands usually occupied therewith, for the sum of £750,000. Under a settlement made on the 16th of July, 1885, the marquis was tenant for life in possession without impeachment of waste, with remainder to his sons successively in tail, remainder to Lord Henry Bruce (uncle of the present marquis) for life, remainder to his sons in tail, remainder to Lord Robert Bruce for life, remainder to his sons in tail, with an ultimate remainder in fee to the present marquis. The total acreage of the estate was 40,000 acres, of which 7,000 acres were demesne lands and the Forest of Savernake; and there were nearly 100 tenant-farmers and 1,000 cottagers on the estate. The gross annual rental was about £25,000, and the annual outgoings incident to the estate were £15,400, in addition to which there was at present an annual charge of £7,500 for jointures, and a further annual charge of £2,000, taking precedence of the interest of the life tenant. The present marquis, who was now aged about thirty years, married in 1884, but had no issue. He had mortgaged his life interest to the extent of more than £200,000, and was insolvent; one of the mortgagees had instituted proceedings for foreclosure, and a receiver had been appointed. It appeared from the evidence that no better offer for purchase had been, or was likely to be, made; but, as the proposed sale included the mansion-house and demesne lands, it was necessary for the tenant for life to obtain either the consent of the trustees of the settlement or the sanction of the court to the proposed sale. One of the trustees was in favour of the sale, but the other trustee opposed it, as did also Lords Henry and Robert Bruce and the other remaindermen in existence. They based their opposition on the grounds that the settlement of 1885 was part of a family arrangement, whereby the Yorkshire estates of the family were sold to pay off the debts of the present marquis, and the Savernake estates resettled with the object of keeping them in the family; that the present marquis, being in the power of his creditors, could not exercise a free and unbiassed judgment in entering into the contract for sale; and that the sale of the only mansion-house of a noble family was contrary to the wishes and interests of the remaindermen. Section 15 of the Settled Land Act, 1882, enacts that, "notwithstanding anything in this Act, the principal mansion-house on any settled land and the demesnes thereof, and other lands usually occupied therewith, shall not be sold . . . by the tenant for life without the consent of the trustees of the settlement or an order of the court." Section 50 enacts (sub-section 1): "The powers under this Act of a tenant for life . . . remain exercisable by the tenant for life after and notwithstanding any assignment, by operation of law or otherwise, of his estate or interest under the settlement." Section 53: "A tenant for life shall, in exercising any power under this Act, have regard to the interests of all parties entitled under the settlement, and shall, in relation to the exercise thereof by him, be deemed to be in the position, and to have the duties and liabilities, of a trustee for those parties." Section 10 of the Settled Land Act, 1890, by sub-section (1), repeals section 16 of the Act of 1882 from the date of the passing of this Act (the 10th of August, 1890), and, by sub-section (2) enacts that, "Notwithstanding anything contained in the Act of 1882, the principal mansion-house, and the pleasure-grounds and park and lands (if any) usually occupied therewith, shall not be sold . . . by the tenant for life without the consent of the trustees of the settlement or an order of the court." Stirling, J., had refused to sanction the proposed sale. The marquis appealed.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) allowed the appeal and sanctioned the sale.

LINDLEY, L.J., in giving judgment said that the appellant, the present marquis, was a young man, aged thirty, who had managed to get through a great deal of money, and was a spendthrift who had brought disgrace upon his family by his reckless extravagance, and he was therefore not a person with whom the court was disposed to sympathize. But the Settled Land Act, 1882, conferred certain rights and cast certain duties on a tenant for life in possession of a settled estate. Section 3 of that Act gave the tenant for life power to sell the settled estate generally, and sections 50 and 51 prevented the tenant for life from incapacitating himself from exercising that power. This power of sale, conferred by section 3, was controlled by section 53, which was as follows:—"A tenant for life shall, in exercising any power under this Act, have regard to the interests of all parties entitled under the settlement, and shall in relation to the exercise thereof by him be deemed to be in the position, and to have the duties and liabilities, of a trustee for those parties." For the present purpose it was sufficient to say that the exercise or discharge of that duty by the tenant for life was not a matter affecting the title, but was a matter which, if disregarded, rendered him personally liable as a trustee. After all, the tenant for life was master of the situation, and could override the sentimental interests of the remainderman, though if he sacrificed their pecuniary interests he might be made liable. In his lordship's opinion it would not be right to hold that because the present marquis was insolvent and had parted with all his interest in the property it must be inferred as a fact that he had not exercised his discretion and had not regarded the interests of the remaindermen, in entering into this contract to sell. Apart from such inference there was no proof that the marquis had not exercised his discretion. So far as the consent or discretion of the court was concerned, the Act contained nothing which fettered the court in any way, or laid down any principles for the exercise of its discretion, and, as was stated by Chitty, J., and emphasized by the Court of Appeal in *Earl Radnor's case* (45 Ch. D. 402), the court was not disposed to fetter itself by laying down any rules for the exercise of its discretion under the Act. It was the duty of the court to consider all the circumstances of each case, including as a material circumstance the interests and wishes of the remaindermen, as well as the wishes of the tenant for life. But in this case there were also other important considerations. The court had to face the consequences of not giving its consent. Their lordships, as lawyers and men of business, knew what evil consequences necessarily resulted from handing over a family estate to a mortgagee in possession—it might be for fifty years—where every interest was necessarily sacrificed to money-getting. Those consequences were such that his lordship said he did not dare to take on himself the responsibility of bringing them about by declining to sanction the sale, and, if he did, he would be defeating one of the objects of the Act, which was to render it unnecessary to introduce into this country an Act like the Incumbered Estates Act (Ireland), and to prevent the evils resulting from a settled estate heavily incumbered not being allowed to be sold. If the sale was not sanctioned in the present case, what would happen? The tenant for life could cut down all the timber other than ornamental timber. He could sell everything except the mansion-house, provided he could get a reasonable price. Of course, he would not get anything like the same price without the mansion-house, but he could destroy the estate by selling it without the mansion-house and demesne lands. Those considerations overpowered all considerations on the other side. Notwithstanding the sympathy which the court felt for the remaindermen, the court ought not to be controlled by their wishes, but ought to take a wider view of the matter. Stirling, J., had gone wrong in relying too much upon the analogy of *Earl Radnor's case*, which was a case of heirlooms, and had not sufficiently addressed himself to the considerations which weighed so much with this court.

BOWEN, L.J., said that the court below had not taken into consideration the miserable condition in which this estate would be left during [the life of the present marquis if the sale was not sanctioned. It might be that for fifty years the estate would be in the dead hand of a pauper tenant for life, or of a money-lender. The condition and welfare of the tenants and labourers on the estate ought not to be disregarded. In his lordship's opinion, section 53 was an affirmative, not a negative, section. It was introduced for the protection of the pecuniary interests, in the first place, of the remaindermen, but it was not a condition precedent for the exercise of the jurisdiction of the court that the tenant for life should have regarded all the interests, sentimental and otherwise, of the remaindermen. It was impossible to construe the section as saying that the existence of a sentimental desire in any one remainderman could fetter the court so as to prevent a tenant for life selling when it was for the public advantage that the sale should take place. If it were otherwise, no mansion-house could ever be sold if any remainderman objected. What the court had to consider when the application of the tenant for life came before it was the interests of those whose interests were entitled to be properly secured. The court in such a case had to examine for itself the whole of the circumstances. As to the tenant for life in the present case, if the sale were sanctioned he would go a free man. As to the remaindermen, their pecuniary interests were safe; it was not to be wondered at, however, that they objected to losing this family mansion with the unique appendage of a forest. The interests of the remaindermen, however, were all more or less contingent, as the present marquis might have male issue. The first remainderman, if ever he came into possession, might not do so for years, and the mansion might then have become the home of owls and rats. It was not for the honour of the family that as many as ninety farmers and 1,000 cottagers should fall for a number of years into the hands of money-lenders. There was no possible way of selling this estate advantageously except with the mansion-house and demesne lands; and public interest, in the sense of those who had an interest in the soil, outweighed the sentimental interests of the remaindermen.

FRY, L.J., concurred, and said that section 53 imposed no condition affecting title in any form or shape; it contained a direction binding on the tenant for life as to what he should do when selling, but it was not necessary for the purchaser to shew that the tenant for life had considered the interests of the remaindermen. Further, the Act contained no direction as to what the trustees of the settlement or the court were to consider when called on to consent to or to sanction a sale. No doubt they should act *bonâ fide*, and the court should examine every relevant circumstance. There were weighty considerations against the sale; it was no light thing to strip their last acre from a noble and ancient family, nor to upset family arrangements, nor to override the wishes of remaindermen who were members of the family. But giving these considerations their full weight, they were outbalanced by considerations in favour of the sale. First—though that in this case was a slight matter—it was for the pecuniary interest of the tenant for life. Secondly, the extent to which the interests of the remaindermen ought to be regarded was affected by the fact that the tenant for life was a young man, and one could not forecast how long he might live, or who would succeed him. Thirdly, the Act gave the tenant for life power to sell other parts of the estate, and therefore the remaindermen might find nothing left but the mansion-house and part of the forest; but the dominant consideration was the probable fearful alternative of refusing to sanction this sale—viz., that for thirty or forty years this property might remain in the hands of a mortgagee, who, being tenant merely *pur autre vie*, and having no personal interest in the property, would occupy it merely to make the most out of it—a long period of physical and moral dilapidation, which could not be for the good of the estate, or of the tenants upon it, nor for the true interests, honour, and dignity of a noble and ancient family.—COUNSEL, *Graham Hastings*, Q.C., *Rigby*, Q.C., and *Fosset Lock*; *Sir Henry James*, Q.C., and *Muir Mackenzie*; *Sir Horace Davey*, Q.C., and *George Henderson*; *Buckley*, Q.C., and *Ashworth James*; *Stock*. SOLICITORS, *Mewburn-Walker & Laurence*; *Hunter & Haynes*; *Nichols & Manisty*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

Re **KERSHAW & POLE (LIM.)**—North, J., 12th December.

PRACTICE—WINDING-UP PETITION—ADVERTISEMENT—CERTIFICATE OF REGISTRAR—COMPANIES WINDING-UP RULES (FEBRUARY), 1891, R. 1.

In this case, which was a petition for winding up the above-named company,

NORTH, J., said that in future he should require—as had been the practice of Chitty, J.—that, before he heard a petition, he should have a certificate of the registrar that the petition had been duly advertised. In the present case the registrar must be satisfied, before drawing up the order, that the advertisements were right.—COUNSEL, *Howland Jackson*; *Cozens-Hardy*, Q.C., and *Beddall*; *A. Roscoe*. SOLICITORS, *Field, Roscoe, & Co.*; *Taylor & Taylor*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

Re **INMAN & CO.**—North, J., 12th December.

PRACTICE—UNOPPOSED WINDING-UP PETITION—NOTICE OF OPPOSITION—COMPANIES WINDING-UP RULES (FEBRUARY), 1891, RR. 3, 4.

This was an unopposed petition for the winding up of the above-named company. On the case being called on, North, J., said he doubted whether he ought to hear winding-up petitions with the unopposed petitions, though it had been his practice to do so. Counsel for the petitioner said that no notice of opposition had been given to the registrar, as ought to have been if any opposition were wished to be made; and he asked that the petition should be disposed of, and should not be adjourned to be heard with the opposed petitions, for, if it were, it might, though in fact unopposed, be postponed to some opposed petition, the hearing of which might take a long time, and such a consequence would be very inconvenient.

NORTH, J., said that it might be true that no notice of opposition had been given to the registrar, but it might also be the fact that notice had been given to the petitioner's solicitor, who had omitted to give notice to the registrar. However, he would hear the present petition with the unopposed, and in future his practice would be to take unopposed winding-up petitions with the unopposed business, provided that the registrar had no notice of the intention of anyone to oppose. If in any such case it should afterwards appear, before the order was drawn up, that notice of opposition had been given to the petitioner, the order might be stopped.—COUNSEL, *Cozens-Hardy*, Q.C., and *Vernon Smith*; *Swinfen Eady*. SOLICITORS, *Bird & Eldridge*, for *Moore, Rawlins, & Vores*, Lymington; *Druces & Attlee*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

BROMILOW *v.* **PHILLIPS**—North, J., 15th December.

CONTEMPT OF COURT—INTIMIDATION—COSTS.

This was a motion to commit the plaintiff in this action for contempt of court in endeavouring to intimidate L. C. Corfield, a witness in the action, and to deter the defendant from calling the said witness, and from continuing to defend the action and prosecute his counter-claim, and for the costs of the application as between solicitor and client. The action was for wrongful dismissal. The plaintiff was an engineer, and the defendant a manufacturer of steel and tin plates at Pontymister, near Newport, Mon. L. C. Corfield was general manager of the works. Last October Corfield

made an affidavit in the action on behalf of the defendant. Evidence was put in that on the 3rd of November, the plaintiff, together with a police-sergeant in uniform, went to defendant's office at Pontymister, where he saw Corfield, and demanded in a threatening manner what he meant by his affidavit, and accused him of making a false oath. Several anonymous letters of a threatening nature had also been received by the defendant and by Corfield, which it was sworn were in the handwriting of the plaintiff. Plaintiff had been personally served with a notice of this application, but did not appear. For the motion *Shaw* v. *Shaw* (8 Jur. N. S. 141) and *Smith* v. *Lakeman* (2 Jur. N. S. 1202) were cited, and for costs as between solicitor and client, *Plating Co.* v. *Farquharson* (17 Ch. D. 57).

NORTH, J., held that as the plaintiff did not appear the order applied for must be made, which appeared to be justified by the cases cited; but his lordship refused costs as between solicitor and client.—COUNSEL, *Daniel Jones.* SOLICITORS, *Nicol... & Jones.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re **MUSTAPHA, MUSTAPHA** *v.* **WEDLAKE**—Mathew, J. (for Stirling, J.), 11th, 12th, 14th, and 15th December.

DONATIO MORTIS CAUSÂ.

This was the trial of an issue directed by Stirling, J., to be tried in an administration action as to whether there was a valid *donatio mortis causâ* under the following circumstances:—The intestate, Mustapha Mustapha, was an Egyptian by birth who had resided in England for about thirty years prior to his death, and was a doctor of medicine. He saved a considerable sum of money, and had at the time of his death £10,000 invested in Buenos Ayres bonds, payable to bearer. Shortly before his death he took his eldest daughter (the plaintiff) to his bank and gave her authority to sign cheques on his account. On the morning of the 7th of January, 1890, Mustapha was taken seriously ill, and was put to bed. A doctor was sent for, and brandy was administered; he rallied, and the doctor left for a short time to fetch some medicine. During his absence Mustapha sent for his eldest daughter, and, in the presence of Miss Deacon, his housekeeper, said to her, "Lulu, dear, take my purse and keys." The plaintiff thereupon took the purse and keys from his trousers pocket. Her father then said, "That is right; put them in your pocket and keep them; all is yours; look after your brother and sister." Her father died almost immediately afterwards of heart disease. It appeared that the plaintiff had been in the habit of tearing off the coupons attached to the bonds and of collecting the interest, and had had the entire control of her father's household affairs. The bonds were locked up in a safe in the father's bedroom; the key was locked up in a wardrobe in the same room; and the key of the wardrobe was on the father's bunch of keys. Shortly after Mustapha's death Mr. Wedlake, a solicitor, was sent for. In his presence the safe was opened, and a thorough search was made for a will, but none could be found. The bonds were found in the safe and were deposited by Mr. Wedlake at the London and South-Western Bank in the joint names of himself and the plaintiff. The certificates of birth of the three children of Mustapha were also found. It was discovered that the younger daughter and son were illegitimate, and it was believed that the elder daughter was legitimate. Mr. Wedlake then proceeded to obtain a grant of administration to the elder daughter. During these proceedings, however, it was discovered that she also was illegitimate. The bonds were ultimately placed in court, an administration action by originating summons was commenced, and the present claim was made. The plaintiff and Miss Deacon proved the conversation and circumstances as detailed above. The defendant was examined, and failed to contradict the plaintiff's story. It was submitted on behalf of the defendant that, even if the plaintiff's story were absolutely true, there had been no sufficient delivery within the principle as laid down in *Ward* v. *Turner* (2 Ves. Sen. 431) and *Tate* v. *Hilbert* (2 Ves. 111). Actual delivery was necessary in all cases except where the goods are too bulky for delivery: *Jones* v. *Selby* (Prec. Chan. 300). Here the safe should have been opened and the bonds themselves handed over. Delivery by symbol was not sufficient. It was argued for the plaintiff that there must be a putting into possession of and dominion over the goods. The key of the safe was in the wardrobe, which was always kept locked, and the dominion was handed over.

MATHEW, J., said this case shewed the necessity of some reform in the methods of administering estates by the court. The fund, the subject of the issue, was originally £10,000, invested in Buenos Ayres bonds, paying interest at the rate of six per cent. They belonged to a Mr. Mustapha, who was a native of Egypt; he had three children, who were afterwards proved to be illegitimate. Upon his death a respectable solicitor was called in, and in so doing a wise course was adopted. He saw the necessity of placing the bonds in safe custody. Having found a certificate of birth, he inferred that the eldest daughter was legitimate, and claimed administration for her. He first procured an order for the bonds to be placed in court within a reasonable time after Mustapha's death, and then applied for them to be sold, as they were a precarious security; there was no want of diligence on his part, but he was unable to obtain an order for sale until July, when they had fallen thirty per cent. Then only a portion were sold, and the rest remained in court. They had now fallen another twenty per cent., and the estate was reduced to £6,000. He wished to say that no blame attached to anybody. The strict course of proceeding in court had been observed, but a sale was not possible in less than six months after the death of Mustapha; the delay had had a disastrous effect. He had heard proposals that there should be an official trustee, a lawyer, and a man of business. Had there been such an official here, the estate might have been saved a large amount. The matter came before his lordship on an issue to be tried, whether there was a valid *donatio mortis causâ* shortly before Mustapha's death. His lordship then stated the facts as proved, and commented upon the evidence, concluding that he must act upon the words of the daughter, the plaintiff, and Miss Deacon. It was said that there had been no true delivery of the bonds; the safe should have been opened and the bonds taken out and handed over. Had there been any fraud on the part of the plaintiff, that would have been done, and he concluded that there had been sufficient delivery; and the case would not be inconsistent with *Jones* v. *Selby*. The result would be a declaration that the plaintiff was entitled to the bonds as a valid *donatio mortis causâ*.

With a view to saving the estate any further expense, it was afterwards arranged by consent that the official solicitor should act as *interim* guardian to the children, and should be empowered to make advances of £1 per week for the maintenance of each child, the children meanwhile remaining in the care of Mrs. Elton until after the Christmas Vacation, when an application would be made to Stirling, J., to appoint a guardian.—COUNSEL, *T. Terrell; Graham Hastings*, Q.C., and *Keary; Ingle Joyce.* SOLICITORS, *H. R. Elton; Wedlake, Letts & Wedlake; Hare & Co.*

[Reported by W. S. GODDARD, Barrister-at-Law.]

CAPRONI AND ANOTHER *v.* **ALBERTI**—Mathew, J., for Stirling, J., 9th December.

COPYRIGHT—CASTS—GROUPS OF FLOWERS AND FRUIT—"MATTER OF INVENTION IN SCULPTURE"—54 GEO. 3, c. 56, s. 1.

This was an action for an injunction to restrain the defendant from making, selling, or disposing of casts or models copied or only colourably differing from the casts or models of the plaintiffs, or from selling casts which purported to be made by the plaintiffs, and for an account of the profits arising from such sales by the defendant, and for damages. The plaintiffs, since 1880, carried on the business of modellers, sculptors, and makers of casts at 40, Russell-street, Covent Garden, under the firm name of D. Brucciani & Co. This name, together with the date of publication and a distinctive number, was put upon each cast prior to publication. The plaintiffs' firm were approved of by the Science and Art Department of the Committee of the Council on Education as dealers and agents for supplying casts to schools and art classes entitled to grants in aid from the department. Before such casts could be sold to the schools or art classes in connection with the department the seal of the department was required to be affixed. The defendant, who carried on a similar business at Manchester, copied three of the plaintiffs' designs—namely, groups of shaddock and foliage, apples and leaves, and peaches—upon being applied to for casts by a person connected with one of the Manchester art schools, and sold the casts so copied for three or five shillings each, a price considerably under that charged by the plaintiffs. On one of the casts some of the letters contained in the name Brucciani appeared, that name having been partially scratched out; while on the other casts the name had been scratched out after the casts had been made. For the plaintiffs reliance was placed upon the statute 54 Geo. 3, c. 56, s. 1, which, so far as material, is as follows:—"Every person or persons who shall make or cause to be made any new and original sculpture or model or copy or cast of the human figure or human figures or of any bust or busts, or of any part or parts of the human figure, clothed in drapery or otherwise, or of any animal or animals, or of any part or parts of any animal combined with the human figure or otherwise, or of any subject being matter of invention in sculpture, or of any alto or basso relievo representing any of the matters hereinbefore mentioned . . . shall have the sole right of property of and in . . . every such new and original sculpture, model, copy, and cast of any subject being matter of invention in sculpture." For the defendant it was contended that the statute applied only to casts of human beings and animals, and was not intended to include casts of flowers or fruits, and that, the plaintiffs' designs not having been registered under the statute 13 & 14 Vict. c. 104, s. 6, or under the Patents, Designs, and Trade-Marks Act, 1883, the plaintiffs had no cause of action. It was stated in the text-books that no case had previously been decided upon the statute in question.

MATHEW, J., after hearing evidence for the plaintiffs, decided that they had not made out their case that the defendant represented that his casts were made by the plaintiffs, and said that the productions in question came within the statute 54 Geo. 3, c. 56. The plaintiffs were entitled to be protected in respect of casts made by them being "matter of invention in sculpture." The evidence was that the plaintiffs' casts were of artistic taste and novel design. The casts were sanctioned as productions of art by the Science and Art Department of the South Kensington Museum. They were certainly productions contemplated by the Act. The defendant not having made much profit, the plaintiffs did not ask for damages, but asked him to say that the Act protected their productions. They were entitled to that, and the defendant must be warned not to copy their productions in future. The plaintiffs were entitled to an injunction, and to the general costs of the action. As the defendant had succeeded upon that part of the case which charged him with an attempt to pass off his goods as those of the plaintiffs, he was entitled to the costs of that issue.—COUNSEL, *Hastings*, Q.C., and *B. Eyre; A. Young.* SOLICITORS; *Fielder & Sumner; F. W. Reynolds.*

[Reported by W. A. G. WOODS, Barrister-at-Law.]

High Court—Queen's Bench Division.

BARNES *v.* **THE LONDON, EDINBURGH, AND GLASGOW ASSURANCE CO.**—8th December.

INSURANCE—LIFE POLICY—INSURABLE INTEREST—14 GEO. 3, c. 48—ALLEGED MISREPRESENTATION.

This was an appeal from the decision of the judge of the Leeds County

Court giving judgment for the plaintiff on a policy of life insurance. The policy was effected by the plaintiff in November, 1889, on the life of a girl aged nine years, for the sum of £21 10s. The girl was the plaintiff's half sister, and the plaintiff had promised the mother of the girl that she would take care of the girl and help to maintain her. The girl's father was still living. The girl, who had been sent to a hospital, when four years old, for spinal disease, died in May, 1891. The defendant company objected to the plaintiff's claim on the policy, on the ground that the plaintiff had no insurable interest in the girl, the company also alleged that the plaintiff had been guilty of misrepresentation as to the state of the girl's health. The learned county court judge gave judgment for the plaintiff, holding that she had an insurable interest in the girl because there was a reasonable probability that she would have to pay for the girl's burial; that the plaintiff had made no misrepresentations, but had told the truth about the girl to the company's agent; and that the plaintiff was not bound by conditions inserted in the policy without her knowledge by the company's agent. The defendant company appealed. The plaintiff did not appear.

THE COURT (Lord COLERIDGE, C.J., and A. L. SMITH, J.) dismissed the appeal.

Lord COLERIDGE, C.J.: In this case the defendants have set up two defences. First, that the plaintiff made misrepresentations at the time of entering into the policy. I do not think so. The plaintiff told the agent all about the child, the agent accepted the proposed life, and the terms of the policy are those of which the plaintiff was informed at the interview between her and the defendants' agent. The plaintiff is not bound by false statements inserted, without her knowledge, in the policy by the defendants' agent. Secondly, the defendants say that the plaintiff had no insurable interest in the girl. No doubt there must be a pecuniary insurable interest at the time of entering into the policy, otherwise it is void under 14 Geo. 3, c. 48. Supposing a person enters into a contract to pay money which he is not bound to do by law, the securing repayment of that money to himself is an insurable interest. None of the cases referred to contain anything rebutting that proposition. There was therefore an insurable interest in the present case, and the plaintiff was entitled to recover.

A. L. SMITH, J., concurred. Appeal dismissed.—COUNSEL, *F. Dodd*. SOLICITOR, *Wynne E. Baxter*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

REG. *v.* JENKINS AND OTHERS, JUSTICES—14th December.

LICENSING—SALE DURING CLOSING HOURS—WHOLESALE BEER DEALER'S LICENCE—SALE BY WHOLESALE DEALER OF FOUR AND A HALF GALLON CASKS OF BEER—CONVICTION FOR—WHETHER SALE OF FOUR AND A HALF GALLONS OF BEER IS A SALE BY RETAIL OR WHOLESALE—4 & 5 WILL. 4, c. 85, s. 19.

Rule calling on justices of the peace for the county of Glamorgan to shew cause why a writ of *certiorari* should not issue to remove into the High Court a conviction, whereby one David Morgan was convicted of unlawfully selling beer on the 1st of August at Tylorstown, he being a licensed dealer in beer, during hours when licensed houses are required to be closed. The said David Morgan carried on the business of a grocer at Tylorstown, in the county of Glamorgan, and at the same premises where he carried on his grocery business he also acted as agent for a brewer, and sold ale and beer in quantities of not less than four and a half gallons under a wholesale beer dealer's licence granted to him by the excise authorities. Mr. Morgan had no other licence to sell beer except his wholesale beer dealer's licence. A summons was taken out against Mr. Morgan, charging him "for that he, the said David Morgan, on the 1st day of August, 1891, at Tylorstown, in the said county and division, being a licensed dealer in beer, did unlawfully sell beer during hours when licensed houses were required to be closed, to wit, between the hours of twelve o'clock at night and two o'clock in the morning." The hour at which licensed houses were required to be closed was eleven o'clock at night. On the hearing of this summons it was proved, and was admitted, that on the night of Saturday, the 1st of August, 1891, the said David Morgan had delivered four and a half gallon casks of beer at different houses after eleven o'clock at night, which was the hour of closing licensed houses in that place. Upon this it was contended against Mr. Morgan that he had committed a breach of the Licensing Acts by selling or delivering beer after closing hours, whereas Mr. Morgan contended that, as he held a wholesale beer dealer's licence, and as each of the casks of beer delivered held four and a half gallons, he was not subject to the regulations as to closing hours, but could sell his beer at any time, provided he sold it in quantities of not less than four and a half gallons. The justices, however, convicted Mr. Morgan of unlawfully selling the beer during prohibited hours, and imposed a penalty of £1 and £1 11s. 6d. costs. The present rule for a *certiorari* was then obtained at the instance of Mr. Morgan. Section 3 of the Licensing Act, 1874 (37 & 38 Vict. c. 49), provides that "all premises in which intoxicating liquors are sold shall be closed as follows (that is to say)"; then follow the times of closing. Section 9 of the same Act provides that "any person who, during the time at which premises for the sale of intoxicating liquors are directed to be closed by or in pursuance of this Act, sells or exposes for sale in such premises any intoxicating liquor; or opens or keeps open such premises for the sale of intoxicating liquors, or . . . . " shall be liable to a penalty. Section 72 of the Licensing Act, 1872 (35 & 36 Vict. c. 94), provides: "Nothing in this Act shall affect or apply to (9) the sale of intoxicating liquor by wholesale." There is no definition of what a sale of beer by wholesale is, but there is a definition of what a sale of beer by retail means, for section 19 of the Beerhouse Act, 1834 (4 & 5 Will. 4, c. 85), which is still in force, says: "And whereas doubts are entertained as to what is a selling of beer, or perry, or cider by retail. Be it therefore enacted, that every sale of any beer, &c., in any less quantity than four gallons and a half shall be deemed and taken to be a selling by retail." The justices did not now appear, but they filed an affidavit in opposition to the rule, in which they said:—The population of the district is largely composed of colliers, and since the passing of the Act to prohibit the sale of Intoxicating Liquors in Wales, an extensive sale has been created, especially on Saturday nights, of small casks of beer containing four and a half gallons, supplied principally by grocers and other shopkeepers. The charge against the said David Morgan was "that he, the said David Morgan, on the 1st day of August, 1891, at Tylorstown, being a licensed dealer in beer, did unlawfully sell beer during hours when licensed houses are required to be closed, to wit, between the hours of twelve o'clock at night and two o'clock in the morning." "It was proved before us, the said justices, that the said David Morgan had delivered four and a half gallon casks of beer at different houses after eleven o'clock in the night of the 1st day of August last, and we convicted the said David Morgan, and fined him £1 and £1 11s. 6d. costs. The justices were much influenced by the evil effects resulting from the extensive sale of small casks of beer on Saturday nights and Sunday mornings." In support of the rule it was contended that, as section 19 of 4 & 5 Will. 4, c. 85, defined a sale of beer by retail to be a sale of any quanity less than four gallons and a half, it must be taken that a sale of four gallons and a half or of any larger quantity cannot be a sale by retail, and must therefore be a sale by wholesale, and that, being a sale by wholesale, it is, by section 72 (9) of the Licensing Act, 1872, exempted from the regulations as to closing hours contained in the Licensing Acts, 1872 and 1874.

Lord COLERIDGE, C.J.: Mr. Paterson has persuaded me that he is right, and that this *certiorari* must issue. It may be said that what was done here was an evasion of the law, but when the matter comes before us we must decide it according to law. It appears that the defendant in this case sells each Saturday night a number of casks of beer, each cask containing four and a half gallons, and he had no other licence than a wholesale beer dealer's licence. Something, perhaps, might be said in favour of the view that such a sale of beer, that is, a sale of four and a half gallons, is common ground between wholesale and retail, but I do not think that that would be a fair reading of the statute, for, though no definition is anywhere given as to what is a "wholesale" and what is a "retail" sale, I do find it enacted in 4 & 5 Will. 4, c 85, s. 19, that any sale of beer in any less quantity than four gallons and a half shall be deemed to be a selling by retail, and that section has a short preamble saying, "And whereas doubts are entertained as to what is a selling of beer by retail," shewing that in consequence of those doubts it was enacted that a sale of less than four gallons and a half should be taken to be a selling by retail. From this it may fairly be said that the statute intended that any sale of beer of four gallons and a half, or over four gallons and a half, is a selling of beer by wholesale. That being so, this conviction cannot be supported, but must be set aside.

A. L. SMITH, J.—I am of the same opinion. I am sorry I am coerced to give judgment against this conviction. Since the Sunday Closing Act has come into force in Wales the custom has prevailed of sending out these casks of four gallons and a half on Saturday nights. This may be an evasion of the law, but the real point we have to determine here is whether Mr. Morgan, in respect of this sale, is a wholesale dealer or a retail dealer. I read the statue thus: A wholesale dealer can sell to a minimum of four gallons and a half, he can sell a four and a half gallon cask; for the sale of any quantity less than that he must have a retail licence; that is, any sale of a quantity less than four gallons and a half is a retail sale, and requires a retail licence; any sale of four gallons and a half or above that quantity is a sale by wholesale and requires a wholesale licence. I think, therefore, that Mr. David Morgan, who had a wholesale licence, has made out that in this case he sold as a wholesale dealer, and therefore this conviction must be quashed. Rule absolute. Conviction quashed.—COUNSEL, *James Paterson*. SOLICITORS, *Godden, Holme, & Co.*, for *W. Williams*, Pontypridd.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

WELLSTEAD *v.* THE VESTRY OF PADDINGTON—10th December.

VESTRY—ALTERATIONS TO URINAL—"IN FRONT OF PUBLIC-HOUSE"—5 GEO. 4, c. 126, s. 73.

This was an appeal, by way of special case, from the decision of a metropolitan magistrate. The appellant Wellstead, who was the owner of a public-house entitled the Queen's Hotel, situate in James-street, in the parish of Paddington, was summoned before the magistrate by the vestry of Paddington for not having made certain alterations in a urinal at the Queen's Hotel, as required by a notice served upon him by the vestry. By section 73 of 5 Geo. 4, c 126 (the Local Act for the parish of Paddington), the vestry were authorized to order and direct any alteration they should think fit, to be made by the owners or occupiers of any public-house, in the form and situation of any urinal "placed in front of any public-house within the parish, abutting upon any of the streets and places thereof." The Queen's Hotel abutted upon James-street on the north, and upon the east upon an open public passage and roadway. There was no entrance to the public-house from this passage, the front door being on the north side of the house. The urinal in question was situated in the outside wall of the east side of the house, abutting upon the passage and roadway, and had an open door flush with the flank wall of the hotel, but had no internal communication with the house. The magistrate held that the urinal was placed in front of the public-house, and was in a place upon which the public-house abutted within the meaning of section 73 of the Act, and that the notice of the vestry requiring the appellant to alter the urinal, according to a plan prepared by the vestry, was within the power and jurisdiction of the vestry. The magistrate inflicted a nominal penalty upon the appellant, who appealed.

THE COURT (Lord COLERIDGE, C.J., and A. L. SMITH, J.) allowed the appeal.

Lord COLERIDGE, C.J., said: This section gives great powers to the vestry, but when the conditions precedent have been fulfilled, these powers seem very reasonable. The condition precedent that must exist before the vestry can act is, that the urinal should be placed in front of the public-house and abutting on the street. This urinal is really a portion of the house. It is within the four walls of the house, and does not project beyond them. It is only accessible from the outside, but is just as much a part of the house as the bar is; it has not been placed in front of the house. The condition precedent has not been fulfiled, and the decision of the magistrate was wrong.

A. L. SMITH, J., concurred. Appeal allowed.—COUNSEL, *Poland*, Q.C., and *Bodkin*; *Philbrick*, Q.C., and *Julian Robins*. SOLICITORS, *J. E. Lickfold*; *J. F. Hortin*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

Re **WOOD**—Kekewich, J., 11th December.

SOLICITOR—TAXATION—BILL OF COSTS—WITHDRAWAL OF FIRST BILL—DELIVERY OF AMENDED BILL—PRACTICE—SPECIAL ORDER FOR TAXATION.

A solicitor was retained by the representatives of an executor, who had died before proving the will of his testator, to wind up the testator's estate. On the 28th of February, 1891, the solicitor, at his clients' request, delivered to them his bill of costs; he also wrote them that, as the matter was not then completed, some items were anticipatory only. The clients objected to the amount of the bill, and after some negotiation ultimately informed the solicitor that they intended to have the bill taxed. On the 30th of July, 1891, the solicitor sent in an amended bill of costs with a cheque for the balance of the trust estate in his hands, after deducting the amount of that bill; and in a letter of the same date he referred to this amended bill as his "final bill of costs," and to the former bill as his "rough estimate." On the 26th of October, 1891, the clients obtained a common order for taxation of the bill of the 28th of February, 1891. The solicitor now moved to discharge that order, on the grounds that he did not deliver any bill on the 28th of February, 1891, that he delivered on the 30th of July, 1891, a bill which the clients accepted as his bill of costs, and that they did not disclose these facts in their petition. The clients denied that they had agreed to the withdrawal of the bill of the 28th of February, 1891.

KEKEWICH, J., said that the decision in *Re Heather* (18 W. R. 1079, L. R. 5 Ch. 694), as explained in *Re Thompson* (34 W. R. 412, 30 Ch. D. 441), was directly against the applicant. In the latter case Cotton, L.J., stated the policy of the decisions, which was to prevent a solicitor from withdrawing from taxation a bill which had been challenged and substituting for it one which would stand taxation. It had been argued that the solicitor by sending in a bill with anticipatory items, charges which would be likely to be made in the future, did not pledge himself to those charges. The answer to that was that those anticipatory charges would not come into taxation; any charges not incurred would be the subject of a future taxation; while charges which could be anticipated with certainty could be added by the taxing master and allowed. As to the costs of the application, the question was whether the clients were right in obtaining a common order for taxation. Such an order was apparently obtained in *Re Heather*, but it appeared from the judgments in *Re Thompson* that that order was wrong, since the solicitor was entitled to have the facts as to the withdrawal of the first bill and the delivery of the second determined in his presence. A special order should have been obtained on the court being informed of all the facts of the case. The solicitor, however, had distinct notice of the clients' intention to tax his bill, and he thereupon withdrew it; and in his letter withdrawing it he stated that it was a rough estimate. There had never been any suggestion before that it was a rough estimate, except as to the anticipatory items. The court could not uphold the course the solicitor had taken, and therefore the motion must be refused with costs.—COUNSEL, *Stallard*; *Vernon Smith*. SOLICITORS, *Field, Roscoe, & Co.*; *Peacock & Goddard*.

[Reported by JOHN WINKFIELD, Barrister-at-Law.]

Re **H.**—North, J., 16th December.

TAXATION—COSTS.

This was an application to discharge an order made in chambers refusing an application to tax a bill of costs of H., a solicitor-mortgagee, amounting to £37 6s., in respect of the paying off of a mortgage. The mortgagor, the present applicant, in October, 1890, received notice from H., to whom the original mortgage had been transferred, to pay off the debt; and in April, 1891, having been threatened that unless the money were paid the property would be sold, found someone to agree to take a transfer of the mortgage from H. Certain defects were alleged in H's. title, and the rectifying such alleged defects formed the principal subject of the bill. H. demanded payment of £38 14s. as his costs before he would execute the transfer, and shewed the applicant a draft of the bill of costs; and the transferee's solicitors paid the amount to him on the applicant's account; in the evening of the same day H. sent the applicant his bill for £37 6s. only, returning a sum of £1 8s., which had been added by an error of casting or copying. A summons to tax this bill having been dismissed, this was a motion for the order to be discharged. There was some conflict of evidence as to whether or not the applicant had protested at the time against the payment. On behalf of the applicant it was contended that the mere fact of H. having of his own accord taken off the £1 8s. was in itself sufficient to entitle the applicant to have the bill taxed, and, even if it were not, such pressure had been put upon the mortgagor to obtain payment of the bill that the matter ought to be reopened. For the respondent it was urged that the error of the £1 8s. was merely one of casting up—a technical, and not a substantial, one—which could not be regarded as equivalent to an overcharge; and, that being so, the applicant had only the alleged pressure to rely upon, but pressure alone did not entitle him to tax, for a man could not complain of being pressed to pay a bill unless it were pressure to pay more than he ought.

NORTH, J., said he had no doubt there should be no taxation in this case, and there was no ground for reopening the matter. The evidence did not agree as to what took place when the payment was made, but he took it that the applicant's solicitor, who was present, did not make any objection, and it was only the applicant himself who did. It was true there was an error, but it was only an error of casting up, and, in his opinion, that did not give any right to tax; and his attention had not been called to any item that was wrong. The order made on the summons was right, and the present motion must be dismissed, with costs.—COUNSEL, *Oswald*; *H. Wace*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

LAW SOCIETIES.

ST. HELENS AND DISTRICT LAW SOCIETY.

Mr. Thomas Brewis, president of the St. Helens and District Law Society, entertained the members and honorary members of that society to dinner on the 4th inst. at the Town Hall, St. Helens. Among the guests were his Worship the Mayor (Councillor F. R. D. Nuttall), the deputy-Mayor (Councillor Edward Johnson), Mr. H. Seton-Karr, M.P., Mr. W. R. Kennedy, Q.C., Mr. W. F. Taylor, Mr. Registrar Tyrer, Messrs. Robert Cook, James Cook, H. L. Riley, J. O. Swift, James Malkin, Geo. Davison, J. W. Green, W. J. Jeeves, S. O. Samuels, H. S. Oppenheim, Bertram Brewis, Joseph Massey, G. T. Lee and Ben H. Lomax. A very pleasant evening was spent, and the following toasts were honoured: "The Queen," "The Houses of Parliament," "The St. Helens and District Law Society," "The Magistrates," "The Bench and Bar," and "The Mayor and Corporation of St. Helens," and the toast of the president was received with musical honours.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

November, 1891.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

William Charles Vallance, who served his clerkship with Mr. Francis Robert Jeffery and Mr. John Wallis Roberts, of Ottery St. Mary; and with Messrs. Braikenridge, of London.

SECOND CLASS.

[In Alphabetical Order.]

John William Barton, who served his clerkship with Mr. John Millington Simpson, of Boston; and with Messrs. Collyer-Bristow, Russell, & Hill, of London.

William Kenshole, who served his clerkship with Mr. Henry Piper Linton, of the firm of Messrs. Linton & Kenshole, of Cardiff.

Cyril Herbert Kirby, who served his clerkship with Mr. Charles Bampfylde Daniell, of the firm of Messrs Salmon, Daniell, & Major, of Ulverston; and with Messrs. Thompson & Light, of London.

John Alfred Risque, who served his clerkship with Mr. Edwyn Holt, of Manchester.

Walter Henry Sturges, who served his clerkship with Mr. William Maurice Williams, of Leicester.

THIRD CLASS.

[In Alphabetical Order.]

Harold Pope Addleshaw, who served his clerkship with Messrs. Addleshaw & Warburton, of Manchester.

Lennox John Beardall, who served his clerkship with Mr. Charles Everett, of London.

Warwick Vernon Bradley, who served his clerkship with Mr. Charles Gervaise Boxall, of London.

Harry Bray, who served his clerkship with Mr. Richard Thomas Gratton, of Chesterfield.

John Henry Cockburn, who served his clerkship with Mr. Henry Walter Badger, of the firm of Messrs. Leeman, Wilkinson, & Badger, of York.

Esmonde Henry Augustine Kenrick Dowse, who served his clerkship with Mr. Henry Archibald Dowse; and with Mr. William Stewart Forster, of the firm of Frere, Forster, & Co., of London.

William Dunn, M.A., LL.B., who served his clerkship with Messrs. Parker, Garrett, & Parker, of London.

Edward Evans, who served his clerkship with Mr. Marmaduke Tennant, of the firm of Messrs. Tennant & Jones, of Aberavon.

William Henry Gordon, B.A., who served his clerkship with Mr. Alfred Bright, of the firm of Messrs. Bateson, Bright, & Warr; and with Mr. Augustus Frederic Warr, of the firm of Messrs. Bateson, Warr & Bateson, of Liverpool.

Charles Villiers Johnson, who served his clerkship with Mr. Herbert Henchman Cole, of Norwich; and with Messrs. Sharpe & Co., of London.

Francis Thomas Jones, B.A., who served his clerkship with Messrs. Hughes, Masterman, & Rew, of London.

Frederick Charles Lloyd, who served his clerkship with Mr. Joseph Larke Wheatley, of Cardiff.

Charles Duncan Murton, B.A., who served his clerkship with Mr. Thomas Markby, of London.

Douglas Robert Crawfurth Smith, who served his clerkship with Mr. Joseph Edward Turner, of London.

Lewis Stroud, M.A., who served his clerkship with Mr. William Flux, of London.

John Barlow Thistlethwaite, B.A., who served his clerkship with Mr. William Eaton, of the firm of Messrs. Eaton, Sons, & Co., of Manchester.

Herbert Edwin Wright, B.A., LL.B., who served his clerkship with Mr. Hume Chancellor Pinsent, of the firm of Messrs. Smith, Pinsent, & Co., of Birmingham; and with Messrs. Radford & Franklyn, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Vallance—Prize of the Honourable Society of Clement's-inn—value 10 guineas; the Daniel Reardon Prize—value about 25 guineas; and the John Mackrell Prize—value about £12 10s.

The council have given class certificates to the candidates in the second and third classes.

Ninety candidates gave notice for the examination.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—December 8—Mr. Crawford in the chair.—The subject for discussion, "That the case of *Low* v. *Bouverie* (1891, 3 Ch. 82) was wrongly decided," was opened by Mr. Watson, followed by Mr. Levi; Mr. E. W. Munton, followed by Mr. Arnold, opposed. The debate having been declared open, the following gentlemen spoke:—In the affirmative: Messrs. Harry Watkins, Brownjohn, Pettitt, and Simon. In the negative: Messrs. Baldwin, Pattinson, Stevens, Pritchard, Chilcott, and Douglas. Mr. Watson replied. The chairman summed up, and on the motion being put to the meeting it was lost by a majority of seven.

NEW ORDERS, &c.

CHRISTMAS VACATION.

There will be no sitting in court during the Christmas vacation. During the Christmas vacation all the applications which may require to be immediately or promptly heard are to be made until December 31 to Mr. Justice Collins, and afterwards to Mr. Justice Jeune. Mr Justice Collins will act as Vacation Judge from Tuesday, December 22, to Thursday, December 31, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Wednesday, December 23, and Thursday, December 31. On other days within the above period applications in urgent chancery matters may be made to his lordship at 3, Bramham-gardens, Earl's-court, S.W. Mr. Justice Jeune will act as vacation judge from Friday, January 1, to Saturday, January 9, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Wednesday, January 6, and Thursday, January 7. On other days within the above period applications in chancery matters may be made to his lordship at Arlington-manor, Newbury. In any case of great urgency the brief of counsel may be sent to the judge by book-post, or parcel prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, and addressed as follows:—"Chancery Official Letter. To the Registrar in Vacation, Chancery Registrar's Chambers, Royal Courts of Justice, London, W.C." On applications for injunctions, in addition to the above, a copy of the writ and a certificate of writ issued must also be sent. The papers sent to the judge will be returned to the registrar. The chambers of Mr. Justice Kekewich will be open for vacation business only from 11 to 2 on Thursday, December 24; Tuesday, December 29; Wednesday, December 30; Thursday, December 31; Friday, January 1; Tuesday, January 5; and Wednesday, January 6.

LEGAL NEWS.

APPOINTMENTS.

Mr. Herbert Buck Creeke, solicitor (of the firm of Creeke & Son), of Burnley, has been appointed a Notary for Burnley and a district of ten miles thereof. Mr. Creeke was admitted a solicitor in January, 1890.

Mr. Arthur Sharood, B.A., barrister, has been appointed Master of the Supreme Court and Registrar-General at Sierra Leone. Mr. Sharood was called to the bar in 1881.

The Council of Legal Education has appointed the following gentlemen members of the board of examiners under the new scheme of education:—Mr. Hugh Fraser, Mr. C. S. Medd, Mr. Thomas Brett, Mr. A. Y. Carter.

INFORMATION WANTED.

Hawksworth James Ashbourne, Derbyshire.—Information is Required of the Person or Firm who Paid Interest to the late Mrs. Emma Green, Sheffield, under settlement or deed of gift of 1844, on behalf of her eldest daughter, from 1856 to 1882 or later.—Address Mr. D. E. Chandler, 45, Finsbury-pavement, London.

GENERAL.

It is stated that Mr. Justice Stirling has now recovered from his recent illness, and was to leave town for the country on Thursday.

The death is announced of Mr. Joseph Dodds, ex-M.P. for Stockton-on-Tees. He was elected for the borough in 1868, and sat till 1888, when he resigned, under circumstances which will be well remembered.

Mr. Justice Kekewich has announced that his last sitting in court will be on Saturday, December 19. His lordship will sit in chambers on Monday, December 21, and will take motions in court on Monday, January 11, 1892, the first day of the Hilary Sittings.

The *Daily Telegraph* says that at Bridgend County Court on Wednesday Judge Williams had to hear an action in which £50 was claimed as compensation for damages caused by careless driving. The evidence of one important witness had still to be heard when the hour arrived for the judge to leave by train, and it being deemed desirable to finish the case without adjourning it to a future date, his honour, with the legal advocates and the remaining witness, travelled together to Llantrissant, the witness giving his evidence in the railway carriage *en route*. On reaching Llantrissant Judge Williams gave his decision in the station-master's office, finding for the plaintiff.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Dec. 21	Mr. Carrington	Mr. Pugh	Mr. Ward
Tuesday 22	Lavie	Beal	Pemberton
Wednesday 23	Carrington	Pugh	Ward
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, Dec. 21	Mr. Jackson	Mr. Godfrey	Mr. Rolt
Tuesday 22	Clowes	Leach	Farmer
Wednesday 23	Jackson	Godfrey	Rolt

The Christmas Vacation will commence on Thursday, the 24th day of December, 1891, and terminate on Wednesday, the 6th day of January, 1892, both days inclusive.

WINDING UP NOTICES.

London Gazette.—Friday, Dec. 11.

JOINT STOCK COMPANIES.

Limited in Chancery.

Anglo-Colonial Syndicate, Limited—Petn for winding up, presented Dec 10, directed to be heard before Stirling, J., on Dec 19. Chinery & Co, Brabant ct, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 18

Crystal Reef Gold Mining Co, Limited—Petn for winding up, presented Dec 9, directed to be heard before North, J., on Dec 19. Chinery & Co, Brabant ct, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 18

Gold Mining Association, Limited—Petn for winding up, presented Dec 10, directed to be heard on Dec 19. Heiron, Lombard st, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 18

J. M. Redman & Co, Limited—Petn for winding up, presented Dec 5, directed to be heard on Dec 19. Lowless & Co, Martin's lane, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 18

Kaiser Lager Beer Brewery Co, Limited—Creditors in the United Kingdom are required, on or before Jan 11, and those residing in Germany and elsewhere on or before Jan 29, to send by post their names and addresses, and the particulars of their debts or claims, to Henry Spain, 76, Coleman st

London and West of England Trust and Investment Corporation, Limited—Petn for winding up, presented Dec 8, directed to be heard on Saturday, Dec 19. Reader & Co, Ely place, Holborn, agents for Johnstone, Bristol, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 18

London Printing and Publishing Alliance, Limited—Petn for winding up, presented Dec 8, directed to be heard before Stirling, J., on Dec 19. Capel-Cure & Ball, Fenchurch st, solors for petning co. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 16

Metals Smelting Works, Limited—Petn for winding up, presented Dec 10, directed to be heard before Kekewich, J., on Dec 19. Cuddon & Co, Fleet st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 18

Unlimited in Chancery.

Birmingham Compressed Air Power Co—Petn for winding up, presented Dec 8, directed to be considered before Kekewich, J., on Dec 19. Webb & So, Queen Victoria st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 18

FRIENDLY SOCIETIES DISSOLVED.

Waterloo Sick and Burial Society, 91, Great Howard st, Liverpool. Dec 7

Wellington Mutual £20 Life Assurance Society, 119, Hawkstone rd, Rotherhithe. Dec 9

London Gazette.—Tuesday, Dec. 15.

JOINT STOCK COMPANIES.

Limited in Chancery.

Broad's Patent Night Light Co, Limited—Petn for winding up, presented Dec 4, directed to be heard on Jan 16. Coode & Co, Bedford row, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 13

Eynsham Paper Mill Co, Limited—Petn for winding up, presented Dec 11, directed to be heard on Jan 16. Munns & Longden, Old Jewry, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15

PASSBURG GRAINS SYNDICATE, LIMITED—Petn for winding up, presented Dec 15, directed to be heard on Saturday, Jan 16. Gush & Co, Finsbury circus, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15

FRIENDLY SOCIETIES DISSOLVED.

HOPE OF FURNESS UNION DAUGHTERS OF TEMPERANCE FRIENDLY SOCIETY, Temperance Hall, Ulverston, Lancaster. Dec 10

NORTHLEACH CO-OPERATIVE AND INDUSTRIAL SOCIETY, LIMITED, Northleach, Gloucester. Dec 9

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 1.

STAVERT, WILLIAM, Manchester, Chartered Accountant. Jan 2. Renshaw v Stavert, Registrar, Manchester. Boote & Edgar, Manchester

London Gazette.—FRIDAY, Dec. 4.

ABELSON, LOUIS, Wood st, Trimming Manufacturer. Jan 1. Barnett v Stacpoole, North, J. Stacpoole, Pinners' Hall, Old Broad st

BAYLIFF, JANE, Aintree, Lancaster. Jan 4. Stephenson v Stephenson, Registrar, Liverpool. Wilkinson, Harrington st, Liverpool

BEARDSWORTH, JAMES, Blackburn, Lancaster, Brewer. Dec 31. Beardsworth v Nuttall, Registrar, Liverpool. Yates, Southport

CROMBEY, WILLIAM, Swindon, Wilts. Jan 1. Brown v Dixon, Stirling, J. Kinneir, Swindon

WATSON, MARY ANN, Underhill rd, East Dulwich. Jan 5. Steel v Follett, Stirling, J. Birt & Follett, Townhall chmbrs, Southwark

London Gazette.—TUESDAY, Dec. 8.

CUTT, JAMES, Thorpe Audlin, York, Farmer. Jan 4. Oxley v Cutt, Chitty, J. Scholefield, Pontefract

WILSON, ROBERT, Cuckfield, Sussex, Grocer. Jan 20. Woodhams v Wilson, North, J. Waugh, Haywards Heath

London Gazette.—FRIDAY, Dec. 11.

KATINAKIS, DEMETRIUS MICHAEL, Lancaster gate, Hyde park, Merchant Jan 20 Katinakis v Katinakis, Kekewich, J Markby & Co, Coleman st

LEWIS, DAVID ROBERT, Dowlais, Glamorgan, Solicitor Jan 12 Lewis v Lewis, Chitty, J White, Merthyr Tydfil

RAYNER, WILLIAM, Goldsmiths' row, Hackney, Leatherseller Jan 7 Burdge v Rayner, Chitty, J Turner, Leadenhall st

WALLACE, THOMAS FRENCH, St James's st, Wine Merchant Dec 31 Wallace v Wallace, Stirling, J Haynes & Claremont, Pall Mall

London Gazette.—TUESDAY, Dec. 15.

FIELD, WILLIAM, Rochdale, Currier Jan 19 Tweedale v Field, Registrar, Manchester Standring & Co, Rochdale

ISSARD, THOMAS EDWARD, Pentre, Aberhafesp, Montgomery, Brewer Jan 15 Palmer v Humphreys, North, J Quayle, Norfolk st, Strand

VERITY, THOMAS, Jermyn st, Regent st, Architect Jan 15 Patrick v Verity, Chitty, J Griffith, Golden sq

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 1.

ADDYMAN, ANN, Newton crescent, Leeds Dec 30 Addyman & Kaye, Leeds

APPLEBY, ANN, Camp lane ct, Leeds Jan 10 Dalton, Leeds

BIDDLE, HENRY, Percival st, Goswell rd Dec 31 Keen & Co, Knightrider st

BIGGS, JOHN GRAVE, Bournemouth, Esq Jan 30 Dryland, Reading

BRACKEN, WILLIAM, Torquay, Esq Jan 16 Bridges & Co, Red Lion sq

CLAPHAM, DAVID, South Skirlaugh, Holderness, Yorks, Gent Dec 19 Park & Son, Hull

DAVEY, ROBERT, Hyde st, Bloomsbury, Carpenter Jan 14 Bolton & Mote, Gray's inn sq

DEARMAN, REUBEN, Thorne, Yorks, Gent Jan 1 Kenyon & Son, Thorne, Doncaster

DENHEIMER, CHARLES, Camden rd, of no occupation Jan 15 Selim, Mincing lane

DIXON, ARTHUR, Devonport, Clerk in Holy Orders Dec 31 Rundle & Martyn, Devonport

DOBREE, JOSEPH HANKEY, Portman sq, Esq Jan 30 Travis & Co, Throgmorton avenue

FITTER, ERNEST WILLIAM, Birmingham, Jeweller Dec 30 Jaques & Sons, Birmingham

FLEET, MARY, Reading Jan 30 Dryland, Reading

FREEMAN, GEORGE, Cuckney, Notts, retired Schoolmaster Dec 31 Lumb & Bailey, Leeds

GREENWELL, WILLIAM, Job's Hill House, nr Crook, Durham, Gent Dec 22 Patrick & Son, Durham

HALL, EMANUEL, Galmpton, Devon, Merchant Dec 31 W & H Smith, Dartmouth

HANCOCK, JOHN ROLFE, Colchester, Hard Confectioner Dec 21 Prior, Colchester

HOLDEN, WILLIAM, Horsham, Sussex, Wine Merchant Jan 9 Coole, Horsham

HOPE, WILLIAM ROBINSON, Cheetham Hill, Manchester, Glass Merchant Dec 31 Sutton & Co, Manchester

HUGHES, JAMES, Crewe, Engine Driver Jan 1 Hill, Crewe

ISTED, WILLIAM, Hurstmonceux, Sussex, Farm Bailiff Jan 9 Philcox, Burwash

LEEMING, CAROLINE GALASSI, Addison rd, Kensington Jan 11 Gray & Co, Staple inn

MELLOR, HARRIET, Leamington Jan 1 Field & Sons, Leamington

NEVILLE, AGNES, Hoghton, Lancs Feb 28 Darley & Sons, Blackburn

PEEL, REBECCA, Hampton pl, Bradford Jan 13 Stamford & Metcalfe, Bradford

RAMSAY, WILLIAM FERMOR, Brighton, Esq Dec 30 Rashleigh & Co, Lincoln's inn fields

RICHARDSON, WILLIAM, Edgbaston, Warwick, Gas Engineer Jan 7 Reece & Co, Birmingham

ROBERTS, ROBERT, Shop Newydd, Llanenddwn, Merioneth, Farmer Jan 7 Pybus, Barmouth

ROGERS, ERNEST WILLIAM, Pall Mall East, Wine Merchant Jan 1 Hardisty & Co, Gt Marlborough st

SANTLEY, WILLIAM, Liverpool, retired Professor of Music Jan 11 Knowles & Symonds, Liverpool

SCOTT, WILLIAM THOMAS, St. Paul's rd, Canonbury, Chemical Manufacturer Dec 31 Gerrish & Foster, College st, College hill

SEWELL, WILLIAM, Wadsley, nr Sheffield, Gent Dec 31 Younge & Co, Sheffield

SLATER, HANNAH, Ashton under Lyne Jan 28 Hibbert & Westbrook, Hyde

STARKEY, REGINALD DIGBY, Shanghai, China Jan 1 Harwood & Stephenson, Lombard street

TYE, LUCY, Bath Jan 20 Little & Co, Bath

ULLATHORNE, JAMES, Scarborough, Gent Dec 31 Dees & Thompson, Newcastle upon Tyne

WALL, SAMUEL, Wolverhampton, Coal Merchant Jan 14 Riley & Co, Wolverhampton

WARRILOW, FRANCES, Headcorn, Kent Dec 31 Hughes & Co, Budge row

WEBBER, HENRY, Central Poultry Market, West Smithfield, Provision Merchant Dec 31 Powell & Burt, St Swithin's lane

WRIGHT, JOHN, Hedon, Holderness, Yorks, Coal Merchant Dec 19 Park & Son, Hull

London Gazette.—FRIDAY, Dec. 4.

ASTLE, ELIZA, Broughton, nr Manchester Jan 16 Chapman & Co, Manchester

BAKER, JOSEPH, Stoke upon Trent, Butcher Jan 4 Stanley & Jackson, Walsall

BLACKMAN, WILLIAM, Dartford, Kent, Land Surveyor Jan 2 Carr & Martin, Gt Tower st

BURR, ANN, St Albans Jan 13 Wheatley & Co, New inn, Strand

COLES, FREDERICK, Tichfield, Hants, Yeoman Jan 16 Leigh, Beaminster, Dorset

COOK, WILLIAM, Wye, Kent, Gent Jan 6 Furley, Canterbury

COUPE, JOHN, Heywood, Lancs, Cotton Spinner Dec 31 Grundy & Co, Manchester

DAVIS, WILLIAM, William st, Manchester sq, retired Carman Dec 30 Jas W Davis, 9, William st, Manchester sq

DEARMAN, REUBEN, Thorne, Yorks, Gent Jan 1 Keynon & Son, Thorne, via Doncaster

DESPARD, HENRY PARNELL MOORE, Earl's court sq, Esq Feb 1 Davies, Sherborne lane

EDMUNDS, JOHN, Llandegla, Denbigh, Farmer Jan 9 Humphreys, Ruthin

ELLIGETT, MICHAEL, Hickling st, Rotherhithe, Member of H M Royal Body Guard Jan 18 Foster, Nicholas lane

FROST, WILLIAM, Heage, Derby, Farmer Jan 10 Potter, Derby

GOAD, FREDERICK, Tottenham Court rd, Gent Jan 1 Belfrage & Co, John st, Bedford row

HILL, Right Hon ANN, Dowager Viscountess, Hove, Sussex Feb 1 Wilde & Co, College Hill

HOPKINSON, WILLIAM, Bradford, Gent Jan 14 Gordon & Co, Bradford

HUTCHINSON, RICHARD, Gilesgate Moor, Durham, Carter Dec 31 Hargreaves & Joblin, Durham

KEANE, Hon GEORGE DISNEY, C.B., Knutsford, Cheshire, Vice Admiral Jan 2 Tathams & Pym, Frederick's pl, Old Jewry

KERSLAKE, WILLIAM, Newport, Mon, Corn Merchant Jan 26 Williams & Co, Newport, Mon

KNIGHTLEY, WILLIAM PORTER, West Brighton, Esq Jan 1 Cronin, Southampton st, Bloomsbury

MCGHIE, ANN, Blackburn Dec 31 Chippey & Jordan, Manchester

MIDDLEMORE, JAMES, Selly Oak, Northfield, Worcs, Gent Feb 1 Horton & Co, Birmingham

MORREY, ELIZABETH, Birkenhead Feb 1 Alcock, Burslem

MOTLEY, THOMAS, Widcombe, Bath, Esq Jan 16 Abbot & Co, Bristol

OLDFIELD, EDWARD COLNETT, Harthill, Yorks, Clerk in Holy Orders Jan 15 Young & Co, Essex st, Strand

PENTONY, BLANCHE, Albion rd, Holloway rd, Laundry Proprietress Dec 31 Cue, Hamsell st, E.C.

PERRY, REUBEN, Nottingham, Innkeeper Jan 7 White, Mansfield

PINNEY, ELIZABETH JANE, Weston super Mare Jan 9 Poole, South Petherton, Somerset

POWLETT, HARRY GEORGE, Raby Castle, Durham, Duke of Cleveland, K.G. Jan 30 Jennings & Finch, Gray's inn sq

PROBERT, ELLEN, Newport, Mon Dec 31 Lloyd & Pratt, Newport, Mon

QUIN, THOMAS, Weaverthorpe, Yorks, Stationmaster Feb 1 Cobb, York

ROBERTS, SAMUEL, Leicester, Coal Agent Jan 7 J & S Harris, Leicester

SHARP, CHARLES WHITEHEAD, Margate, Gent Dec 21 Boys, Margate

STACEY, ANN, Southampton Jan 7 Hickman & Son, Southampton

WELCH, WILLIAM DAVIS, Portsmouth Jan 1 Large, South sq, Gray's inn

WELSBY, JAMES HARDY, Southport, Solicitor Jan 9 Welsby & Smallshaw, Southport

WILKINSON, GEORGE, Manchester, Gent Jan 10 Farrar & Co, Manchester

WOOD, JOHN RICHARD, Finsbury circus, Solicitor Jan 1 Wood, Woodbridge

WOOFF, FREDERICK ADOLPHUS, Praetoria avenue, Walthamstow, Licensed Victualler Jan 15 Cartwright & Cunningham, Paternoster sq

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 11.

RECEIVING ORDERS.

ALDERSON, THOMAS NAYLOR, Baildon Wood Bottom, Otley, Yorks, Draper Bradford Pet Dec 7 Ord Dec 7

ALEXANDER, LOUIS CHARLES, Upper Parkfields, Putney, Gent High Court Pet Aug 12 Ord Nov 2

ANGERER, ANTHONY, Middlesborough, Licensed Victualler Middlesborough Pet Dec 7 Ord Dec 7

BEST, ROBERT, Middlesborough, Botanic Beer Manufacturer Middlesborough Pet Dec 7 Ord Dec 7

BETHELL, HENRY, Llandrindod, Radnorshire, Builder Newtown Pet Nov 17 Ord Dec 9

BLANKLEY, CECIL BENJAMIN, Stafford, Grocer Stafford Pet Nov 24 Ord Dec 8

BODY, JOHN, Frith rd, Leytonstone, Builder High Court Pet Dec 7 Ord Dec 7

BRAUND, LEWIS WILLIAM, Birmingham, Grocer Birmingham Pet Dec 8 Ord Dec 8

CARPENTER, THOMAS, Birmingham, Brassfounder Birmingham Pet Nov 27 Ord Dec 9

COHEN, LOUIS DAVID, late Aldersgate st, Druggists' Sundriesman High Court Pet Nov 21 Ord Dec 8

DENMAN, ROBERT, Westham, Wyke Regis, Dorset, Builder's Labourer Dorchester Pet Dec 8 Ord Dec 8

GALLOWAY, WILLIAM CHARLES, late Gresham st, Solicitor High Court Pet Dec 2 Ord Dec 7

GIBBS, JOHN, Banbury, Oxon, Fishmonger Banbury Pet Dec 8 Ord Dec 8

GRAVATT, CHARLES, New Windsor, Refreshment House Keeper Windsor Pet Dec 7 Ord Dec 7

GRAYSON, GEORGE, Blackpool, Provision Merchant Preston Pet Dec 9 Ord Dec 9

GURST, WILLIAM, Conisborough, Yorks, Coal Dealer Sheffield Pet Dec 8 Ord Dec 8

HOLDER, HENRY GEORGE, of Hotwells, Clifton, Bristol, Journeyman Baker Bristol Pet Dec 7 Ord Dec 7

HUMPHRIS, CHARLES, Warley, Worcs, Cowkeeper West Bromwich Pet Dec 7 Ord Dec 7

JOHNSON, DAVID, Leicester, Tailor Leicester Pet Dec 8 Ord Dec 8

KAY, JAMES, Swansea, Grocer Swansea Pet Dec 8 Ord Dec 8
KING, JOSEPH, late of Little Kings, Rudgwick, nr Horsham, Builder Brighton Pet Nov 23 Ord Dec 9
KITCHEN, HENRY, Newlyn Paul, Cornwall, Fisherman Truro Pet Dec 9 Ord Dec 9
KNIGHT, ARTHUR E, late Oxford mns, Oxford st High Court Pet Nov 19 Ord Dec 9
LYONS, SOLOMON, Borough, London Bridge, Tailor High Court Pet Dec 7 Ord Dec 7
MARSHALL, JAMES, Liverpool, Grocer Liverpool Pet Nov 26 Ord Dec 9
NETHERY, WILLIAM, Liverpool, Provision Dealer Liverpool Pet Nov 10 Ord Dec 9
NOLTING, WILLIAM, Old Cavendish st, Boarding House Keeper High Court Pet Dec 7 Ord Dec 7
OAKES, WALTER WILLIAM, Ravensthorpe, Mirfield, Yorks, Joiner Dewsbury Pet Dec 8 Ord Dec 8
OWEN, GEORGE WILLIAM, Ramsgate, Greengrocer Canterbury Pet Dec 7 Ord Dec 7
PALMER, THOMAS HENRY, Bromsgrove, Butcher Worcester Pet Dec 8 Ord Dec 8
PARFITT, FRANK WATSON, Tonpandy, Glam, Photographer Pontypridd Pet Dec 9 Ord Dec 9
PATERSON, FREDERICK, Oakworth rd, Hornsey, Clerk in Savings Bank, G P O High Court Pet Oct 24 Ord Dec 9
PERKINS, ROBERT WILLIAM, Nottingham, Printer Nottingham Pet Dec 9 Ord Dec 9
POPE, JOSEPH, Dorchester, Publican Dorchester Pet Dec 7 Ord Dec 7
ROBERTS, JOHN, Waenfawr, Llanbeblig, Carnarvonshire, Quarryman Bangor Pet Dec 7 Ord Dec 7
SHACKLOCK, FRANCIS, Nottingham, Insurance Agent Nottingham Pet Dec 9 Ord Dec 9
SIMONS, WALTER HENRY, Braintree, Essex, Photographer Chelmsford Pet Dec 8 Ord Dec 8
SINYARD, WILLIAM, Goole, Yorks, Shipsmith Wakefield Pet Dec 7 Ord Dec 7
SMITH, LUCY, Scarborough, Widow Scarborough Pet Oct 29 Ord Dec 7
SOPER, JOHN BROWNE, Bridgwater, Grocer Bridgwater Pet Dec 8 Ord Dec 8
SOUTHGATE, THOMAS ASHBEE, Sheerness, Kent, Baker Rochester Pet Dec 8 Ord Dec 8
SPENCER, SAMUEL, Burnaston, Derbyshire Innkeeper Derby Pet Dec 4 Ord Dec 4
THOMAS, JAMES, and LOUIS HURST, Leicester, Painters Leicester Pet Dec 8 Ord Dec 8
VANSITTART, CHARLES G, Tenterfield, West Worthing, Gent Brighton Pet Nov 25 Ord Dec 8
WATSON, JAMES HENRY, Handsworth, Staffs, Brassfounder Birmingham Pet Dec 7 Ord Dec 7

FIRST MEETINGS.

AKEROYD, JOHN, and PARKER MITCHELL, Middle Ghyll, Menston, Yorks, Woolstaplers Dec 21 at 11.30 Off Rec, 31, Manor row, Bradford
ALCOCK, JOSEPH GEORGE, Rylett crsnt, Shepherd's Bush, Builder Dec 22 at 1 33, Carey st, Lincoln's inn
ALDERSON, THOMAS NAYLOR, Baildon Wood Bottom, Otley, Draper Dec 21 at 3 Off Rec, 31, Manor row, Bradford
BENNETT, WILLIAM STREADALE, Birmingham, Photographer Dec 21 at 11 25, Colmore row, Birmingham
BENTON, EDMUND, Goswell rd, Grocer Dec 22 at 2.30 33, Carey st, Lincoln's inn
BOND, THOMAS OLDMAN, Holme next the Sea, Norfolk, Farmer Dec 18 at 10.30 Court house, King's Lynn
BOWYER, ALFRED, Kidderminster, Grocer Dec 18 at 2.15 Roden & Dawes, solicitors, Kidderminster
CAPLE, CHARLES, Market Lavington, Wilts, Butcher Dec 21 at 12.30 Off Rec, Bank chmbrs, Bristol
CHAMBERLAIN, THOMAS, Lowestoft, Hairdresser Dec 19 at 12 Off Rec, 8, King st, Norwich
COLLINS, ALBERT LEONARD, Bristol, Toy Dealer Dec 21 at 1 Off Rec, Bank chmbrs, Bristol
COOKE, CHARLES, Southend, Essex, Carpenter Dec 18 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
CRAGG, MARGARET, and JAMES PARKINSON, Preston, Tripe Manufacturers Dec 18 at 3 Off Rec, 14, Chapel st, Preston
DENMAN, ROBERT, Westham, Wyke Regis, Dorset, Builder's Labourer Dec 22 at 12.45 Antelope Hotel, Dorchester
DYKE, ARTHUR ALBERT, Colchester, Upholsterer Dec 18 at 12.30 Great Eastern Hotel, Liverpool st
FAIRBAIRN, WILLIAM, Lozells, Birmingham, Retail Grocer Dec 22 at 2.30 25, Colmore row, Birmingham
FOTHERGILL, ROBERT, Knayton, nr Thirsk, Yorks, Late Farmer Dec 21 at 12 Court house, Northallerton
GITTOES, JOHN EDWARD, Wolverhampton, Late Licensed Victualler Jan 5 at 12 Off Rec's Office, Wolverhampton
GREEN, EDWARD, Clethill, nr Tenbury, Worcs, Brick Manufacturer Dec 18 at 2 Roden & Dawes, solicitors, Kidderminster
GREENWOOD, JAMES, Hebden Bridge, Yorks, Joiner Dec 21 at 2.45 Exchange Hotel, Nicholas st, Burnley
GROMETT, JOHN, Walsoken, Norfolk, Labourer Dec 18 at 10.15 Court house, King's Lynn
HARDING, SAMUEL JERVIS, Market Drayton, Salop, Chemist Dec 18 at 11 Royal Hotel, Crewe
HEWSON, BENJAMIN, Kingston upon Hull, Keel Captain Dec 19 at 11 Off Rec, Trinity House lane, Hull
HOLDER, HENRY GEORGE, late of Hotwells, Clifton, Bristol, Journeyman Baker Dec 21 at 1.15 Off Rec, Bank chmbrs, Bristol
HUGHES, JOHN, Mothvey, Carmarthenshire, Innkeeper Dec 19 at 12.30 Off Rec, 11, Quay st, Carmarthen
JOHNSON, DAVID, Leicester, Tailor Dec 22 at 12.30 Off Rec, 34, Friar lane, Leicester
KEEP, WILLIAM, Sardinia st, Lincoln's inn fields, Letterpress Printer Dec 19 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
KLEISER, ANTHONY, Reading, Watch Maker Dec 21 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
LAFFERTY, SAMUEL J, Norwich, Gun Maker Dec 21 at 3 Off Rec, 8, King st, Norwich
LATHBURY, CHARLES JOHN, Dunstable, Beds, Medical Practitioner June 20 at 11.30 Midland Hotel, Station st, Burton on Trent
LIDDELL, G H, Bedford Dec 18 at 11 Off Rec, St. Paul's sq, Bedford
LYNTON, EDMUND, Brighton, Baker Dec 22 at 12 Off Rec, 4, Pavilion bldgs, Brighton
MCBAIN, GEORGE, Newcastle on Tyne, Draper Dec 21 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
OAKES, WALTER WILLIAM, Ravensthorpe, Mirfield, Yorks, Joiner Dec 18 at 3 Off Rec, Bank chbrs, Batley
ORMEROD, JONAS, Higham, nr Burnley, Stonemason Dec 21 at 2.15 Exchange Hotel, Nicholas st, Burnley
POPE, JOSEPH, Dorchester, Publican Dec 22 at 12.15 Antelope Hotel, Dorchester
QUIGLEY, JAMES, Gateshead, Innkeeper Dec 21 at 12 Off Rec, Pink lane, Newcastle on Tyne
RUDMAN, SAMUEL, Staverton, Trowbridge, Farmer Dec 21 at 12 Off Rec, Bank chbrs, Bristol
SHRIVELL, WILLIAM, Castle st, Endell st, Long Acre, Art Metal Worker Dec 22 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
SMITH, NATHANIEL, West Harlsey, Yorks, Farmer Dec 21 at 12.30 Henrici's Hotel, Northallerton
SOLOMON, H, Fleet st, Advertising Agent Dec 22 at 11 33, Carey st, Lincoln's inn
SPENCER, SAMUEL, Burnaston, Derbyshire, Innkeeper Dec 18 at 11.30 Off Rec, St James's chbrs, Derby
STEVENS, GEORGE RICHARD, Old Bethnal Green rd, Chair Manufacturer Dec 22 at 2.30 33, Carey st, Lincoln's inn
SOUTHGATE, THOMAS ASHBEE, Sheerness, Kent, Baker Dec 21 at 12 Off Rec, High st, Rochester
SWANN, GEORGE, Abingdon rd, Kensington, Gas Engineer Dec 21 at 11 33, Carey st, Lincoln's inn
THOMAS, JAMES, and LOUIS HURST, Leicester, Paint rs Dec 22 at 11.30 Off Rec, 34, Friar lane, Leicester
TOOHIG, PATRICK JAMES, and DANIEL LAWRENCE TOOHIG, Carmarthen, China Dealers Dec 19 at 11 Off Rec, 11, Quay st, Carmarthen
VIBERT, GERTRUDE ANNA, Bournemouth, Dressmaker Dec 18 at 12.30 Off Rec, Salisbury
WATSON, JAMES HENRY, Handsworth, Staffs, formerly Brassfounder Dec 22 at 11 25, Colmore row, Birmingham
WOOLLACOTT, THOMAS, Oldham, Provision Dealer Dec 18 at 10 Off Rec, Priory chmbrs, Union st, Oldham

The following amended notice is substituted for that published in the London Gazette, Dec 8

DUTHOIT, HENRY CAUSER, Brill, Bucks, Clerk in Holy Orders Dec 15 at 12 1, St Aldates, Oxford

ADJUDICATIONS.

AKEROYD, JOHN, and PARKER MITCHELL, Middle Ghyll, Menston, Yorks, Woolstaplers Bradford Pet Dec 3 Ord Dec 4
ALDERSON, THOMAS NAYLOR, Baildon Wood Bottom, Otley, Yorks, Draper Bradford Pet Dec 5 Ord Dec 7
ALLISON, WILLIAM, Fleet st, Journalist High Court Pet Aug 11 Ord Dec 7
ANGERER, ANTHONY, Middlesborough, Licensed Victualler Middlesborough Pet Dec 7 Ord Dec 7
BEST, ROBERT, Middlesborough, Botanic Beer Manufacturer Middlesborough Pet Dec 7 Ord Dec 7
BOND, THOMAS OLDMAN, Holme next the Sea, Norfolk, Publican King's Lynn Pet Nov 19 Ord Dec 5
BRATT, HENRY JOHN, Warrington, Circus Manager Wolverhampton Pet Nov 30 Ord Dec 7
COLLINS, ALBERT LEONARD, Bristol, Toy Dealer Bristol Pet Dec 1 Ord Dec 8
CONWAY, ROBERT, Mansfield, Notts, Brush Manufacturer Nottingham Pet Nov 13 Ord Dec 5
DAINTY, JOHN WORTERS FELL, Newark on Trent, Brewer's Clerk St Albans Pet Nov 30 Ord Dec 9
EDWARDS, GEORGE HITCHEN, Newcastle under Lyme, Furniture Dealer Hanley, Burslem, and Tunstall Pet Nov 6 Ord Dec 7
ELLIOTT, JOHN EDWIN, Sheffield, Plumber Sheffield Pet Oct 6 Ord Dec 8
GEAVATT, CHARLES, New Windsor, Refreshment house Keeper Windsor Pet Dec 7 Ord Dec 7
GRAY, WILLIAM, Wath on Dearne, nr Rotherham, Soap Boiler Sheffield Pet Sept 14 Ord Dec 9
GRAYSON, GEORGE, Blackpool, Provision Merchant Preston Pet Dec 9 Ord Dec 9
GREENWOOD, JAMES, Hebden Bridge, Yorks, Joiner Burnley Pet Nov 12 Ord Dec 9
GURST, WILLIAM, Conisborough, Yorks, Coal Dealer Sheffield Pet Dec 8 Ord Dec 8
HUMPHRIS, CHARLES, Warley, Worcs, Cowkeeper West Bromwich Pet Dec 7 Ord Dec 7
JOHNSON, DAVID, Leicester, Tailor Leicester Pet Dec 8 Ord Dec 8
KAY, JAMES, Swansea, Grocer Swansea Pet Dec 8 Ord Dec 8
KITCHEN, HENRY, Newlyn Paul, Cornwall, Fisherman Truro Pet Dec 9 Ord Dec 9
LEVIS, JULIUS, Hanley, Sponge Merchant Hanley Pet Aug 11 Ord Dec 7
LIDDELL, G H, Bedford Bedford Pet Oct 12 Ord Dec 9
LOMAX, WILLIAM EDMUND, Bolton, Bicycle Agent Bolton Pet Nov 11 Ord Dec 7
MILLNS, ARTHUR ALBERT, Fenchurch st, Paint Manufacturer High Court Pet Nov 19 Ord Dec 9
MURPHY, WILLIAM, Liverpool, Outfitter Liverpool Pet Nov 9 Ord Dec 7
NOLTING, WILLIAM, Old Cavendish st, Boarding house Keeper High Court Pet Dec 7 Ord Dec 9
PALMER, THOMAS HENRY, Bromsgrove, Butcher Worcester Pet Dec 8 Ord Dec 8
OAKES, WALTER WILLIAM, Ravensthorpe, Mirfield, Yorks, Joiner Dewsbury Pet Dec 8 Ord Dec 8
PERKINS, ROBERT WILLIAM, Nottingham, Printer Nottingham Pet Dec 9 Ord Dec 9
POPE, JOSEPH, Dorchester, Publican Dorchester Pet Dec 7 Ord Dec 7
RAE, JANE DONALDSON REID, Kellett rd, Brixton, Spinster High Court Pet Nov 11 Ord Dec 7
ROBERTS, JOHN, Waenfawr, Llanbeblig, Carnarvonshire, Quarryman Bangor Pet Dec 5 Ord Dec 7
SHACKLOCK, FRANCIS, Nottingham, Insurance Agent Nottingham Pet Dec 9 Ord Dec 9
SINYARD, WILLIAM, Goole, Yorks, Shipsmith Wakefield Pet Dec 7 Ord Dec 7
SMITH, WILLIAM, Trowbridge, Wilts, Builder Bath Pet Nov 11 Ord Dec 7
SOPER, JOHN BROWNE, Bridgwater, Grocer Bridgwater Pet Dec 8 Ord Dec 8
SOUTHGATE, THOMAS ASHBEE, Sheerness, Baker Rochester Pet Dec 8 Ord Dec 8
SPENCER, SAMUEL, Burnaston, Derbyshire, Innkeeper Derby Pet Dec 4 Ord Dec 4
SWANN, GEORGE, Abingdon rd, Kensington, Gas Engineer High Court Pet Nov 30 Ord Dec 7
THOMAS, JAMES, and LOUIS HURST, Leicester, Painters Leicester Pet Dec 8 Ord Dec 8
WAIN, EDGAR, and S. WOOD, Hanley Hanley Pet Oct 27 Ord Dec 7
WATSON, JAMES HENRY, Handsworth, Staffs, Brassfounder Birmingham Pet Dec 7 Ord Dec 7
WILCOX, JOSEPH, Blackpool, Tailor Preston Pet Nov 18 Ord Dec 7
WRIGHT, ALFRED RICHARD, Strand, Cycle Manufacturer High Court Pet Nov 2 Ord Dec 3
YEOMANS, WALTER RICHARD, Astwood Bank, Feckenham, Worcs, Commercial Traveller Birmingham Pet Dec 4 Ord Dec 9

ADJUDICATION ANNULLED.

SAGE, CHARLES FREDERICK WILLIAM, Beaconsfield, Buckinghamshire, Gent Aylesbury Adjud Dec 18, 1890 Annul Dec 2

London Gazette.—TUESDAY, Dec. 15.

RECEIVING ORDERS.

BAKER, THOMAS, Lewisham, Kent, of no occupation Greenwich Pet Nov 14 Ord Dec 8
BROOK, JOSHUA, Morley, Yorks, Pork Butcher Dewsbury Pet Dec 12 Ord Dec 12
CRAIG, WILLIAM, Stoke upon Trent, Coal Merchant Stoke upon Trent Pet Dec 1 Ord Dec 11
CUTTING, NATHANIEL CUTTING, Herne Bay, Kent, Baker Canterbury Pet Dec 12 Ord Dec 12
DEAN, JINKS, Manchester, Commercial Traveller Manchester Pet Nov 25 Ord Dec 10
ELAND, MATTHEW, Stanningley, Calverley, Yorks, Joiner Bradford Pet Dec 11 Ord Dec 11
ELWIN, HARRY, Uxbridge rd, Cheesemonger High Court Pet Dec 10 Ord Dec 10
EMMS, WILLIAM, Cawston, Norfolk, Wheelwright Norwich Pet Dec 12 Ord Dec 12
FAULKNER, FRANK, Birmingham, Teacher of Malting Birmingham Pet Dec 12 Ord Dec 12
GLOVER, GEORGE, Pudsey, Yorks, Spice Manufacturer Bradford Pet Dec 11 Ord Dec 11
GREGORY, CHARLES NATHANIEL, Newcastle on Tyne, Boot Manufacturer Newcastle on Tyne Pet Dec 12 Ord Dec 12
GRIME, THOMAS, Rawtenstall, Lancs, Travelling Draper Blackburn Pet Dec 12 Ord Dec 12
HEMMERDE, HENRY GEORGE, Lee, Kent, Gent Greenwich Pet Nov 20 Ord Dec 11
HIBBITT, EDWARD, Colsterworth, Lincs, Builder Nottingham Pet Dec 11 Ord Dec 11
HICKS, WILLIAM BAKER, Fen ct, Fenchurch st, Sugar Broker High Court Pet Nov 23 Ord Dec 11
HODSON, ALFRED, Winchester, Innkeeper Winchester Pet Dec 10 Ord Dec 10
HOLLOWAY, JULIUS, Wednesbury, Builder Walsall Pet Dec 9 Ord Dec 9
HULME, WALTER, Walton, nr Preston, Butcher Preston Pet Dec 11 Ord Dec 11
JAMESON & SANDYS, Jermyn st, Wine Merchants High Court Pet July 11 Ord Aug 7
JAZOWSKY, MORRIS DAVID, late Queen sq, Aldersgate st, Woollen Goods Importer High Court Pet Nov 17 Ord Dec 11
JOHNSON, THOMAS, Liverpool, Mantle Maker Liverpool Pet Dec 10 Ord Dec 10
JONES, OWEN, Bangor, Carter Bangor Pet Dec 11 Ord Dec 11
LEGGATT, CLEMENT D, Pinner's ct, Old Broad st, Financial Agent High Court Pet Oct 22 Ord Dec 12
LEWINGTON, GEORGE ROBERT, Rotherhithe st, Rotherhithe, Boatbuilder High Court Pet Dec 10 Ord Dec 10
LEWIS, DAVID WILLIAM, and HENRY DAVID LEWIS, Southsea, Builders Portsmouth Pet Dec 11 Ord Dec 11
LUSBY, ELLEN, Weishampton, Salop, Licensed Victualler Wrexham Pet Dec 11 Ord Dec 12
LYNN, WILLIAM, Woodburn, Bucks, Corn Merchant Windsor Pet Dec 10 Ord Dec 10
MATHER, EBENEZER JOSEPH, Mount View rd, Crouch hill, Esq High Court Pet Nov 25 Ord Dec 12
MATTERFACE, THOMAS, Teignmouth, Cabinet Maker Exeter Pet Dec 11 Ord Dec 11
MEACHAM, FREDERICK WILDER, Lichfield, Printer Walsall Pet Dec 9 Ord Dec 9
MELHUISH, WILLIAM SIDNEY, Gt Grimsby, Fisherman Gt Grimsby Pet Dec 12 Ord Dec 12
MOWLL, CHARLES HAVELOCK, Rotherhithe st, Rotherhithe, Coal Merchant High Court Pet Dec 11 Ord Dec 11
OCKENDEN, HOWARD, Eastbourne, Baker Eastbourne Pet Dec 11 Ord Dec 11
PEILL, HENRY WILSON, Monmouth, Schoolmaster Newport, Mon Pet Dec 11 Ord Dec 11
PERRY, FRANK HERBERT, Slinfold, nr Horsham, Sussex, Farmer Brighton Pet Dec 12 Ord Dec 12
PIKE, PETER, Andover, Southampton, Carpenter Salisbury Pet Dec 12 Ord Dec 12
RICHARDSON, THOMAS, Islip, Northamptonshire, Higgler Northampton Pet Dec 9 Ord Dec 9
ROSSITER, FRANK JONES, Leeds, Coal Merchant Leeds Pet Dec 11 Ord Dec 11
SCOTT, ROBERT, Connaught rd, Harlesden, of no occupation High Court Pet Dec 10 Ord Dec 10
SMITH, ROBERT, Normanton, Grocer Wakefield Pet Dec 11 Ord Dec 11

STOCKMAN, TOM S., Walbrook, Chemical Agent High Court Pet Nov 23 Ord Dec 10
SYKES, THOMAS, Chichester pl, Westbourne sq, Paddington, Coachbuilder High Court Pet Dec 12 Ord Dec 12
THOMPSON, W. J. D., Oxford st, Mercantile Clerk High Court Pet Nov 27 Ord Dec 10
TIREBUCK, HENRY, Birmingham, Coal Dealer Birmingham Pet Dec 10 Ord Dec 10
WILLIAMS, JAMES PHILIP, Treorkey, Glam, Butcher Pontypridd Pet Dec 11 Ord Dec 11
WILLIAMSON, JOSEPH, Earl's Barton, Northamptonshire, Boot Manufacturer Northampton Pet Dec 8 Ord Dec 10
WALMSLEY, CHRISTOPHER, Barrow in Furness, Provision Dealer Barrow in Furness Pet Dec 10 Ord Dec 10

RECEIVING ORDER RESCINDED.

SHAND, F, Westbourne ter High Court Rec Ord Nov 5 Resc Dec 10

FIRST MEETINGS.

ALEXANDER, LOUIS CHARLES, Upper Parkfields, Putney, Gent Dec 29 at 12 33, Carey st, Lincoln's inn
BAKER, JOHN, Plymtree, Devon, Miller Dec 28 at 3 Off Rec, 13, Bedford circus, Exeter
BETHELL, HENRY, Llandrindod, Radnorshire, Builder Dec 23 at 1 Off Rec, Llanidloes
BLACK, WILLIAM, Walesby, Notts, Farmer Dec 23 at 2 Off Rec, Figtree lane, Sheffield
BLANKLEY, CECIL BENJAMIN, Stafford, Grocer Dec 29 at 11.30 Off Rec, St Martin's pl, Stafford
BODDY, HENRY, Watford, Herts, Upholsterer Dec 23 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
BODY, JOHN, Frith rd, Leytonstone, Builder Dec 29 at 11 33, Carey st, Lincoln's inn
BROOK, JOSHUA, Morley, Yorks, Pork Butcher Dec 22 at 3 Off Rec, Bank chmbrs, Batley
COHEN, LOUIS DAVID, late Aldersgate st, Druggists' Sundriesman Dec 23 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
DOODY, ROBERT, West Bromwich, Dairyman Dec 31 at 10.30 County Court, West Bromwich
FARRIN, EDWARD HENRY, Bernard pl, Eden grove, Holloway, Cattle Dealer Dec 23 at 1 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
FRASER, WILLIAM, Broad street avenue, Merchant Dec 23 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
GALLOWAY, WILLIAM CHARLES, late Gresham st, Solicitor Dec 23 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
GRIFFITHS, RICHARD EDWIN, Birmingham, Licensed Victualler Jan 1 at 11 25, Colmore row, Birmingham
GUEST, WILLIAM, Conisborough, Yorks, Coal Dealer Dec 23 at 12 Off Rec, Figtree lane, Sheffield
HAYTER, FLORA HELEN, Woburn place, Widow Dec 23 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
HODSON, ALFRED, Winchester, Innkeeper Dec 30 at 2.30 Off Rec, 4, East st, Southampton
JARVIS, FREDERICK JOHN, and FRANCIS JARVIS, Folkestone, Wine Importers Dec 23 at 11.30 73, Sandgate rd, Folkestone
KAY, JAMES, Swansea, Grocer Dec 23 at 12 Off Rec, 97, Oxford st, Swansea
KNIGHT, ARTHUR E, late Oxford Mansions, Oxford st Dec 23 at 11 33, Carey st, Lincoln's inn
LYONS, SOLOMON, Borough, London bridge, Tailor Dec 23 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
MATTERFACE, THOMAS, Teignmouth, Cabinet Maker Dec 28 at 3 Off Rec, 13, Bedford circ, Exeter
NOLTING, WILLIAM, Old Cavendish st, Boarding house Keeper Dec 23 at 12 33, Carey st, Lincoln's inn
OWEN, GEORGE WILLIAM, Ramsgate, Greengrocer Jan 15 at 10 Off Rec, 5, Castle st, Canterbury
PEILL, HENRY WILSON, Monmouth, Schoolmaster Dec 24 at 12 Off Rec in Bankruptcy, Gloucester Bank chmbrs, Newport, Mon
PERKINS, ROBERT WILLIAM, Nottingham, Printer Dec 22 at 12 Off Rec, St Peter's Church walk, Nottingham
SCHACHTEL, EUGENE, Carter lane, Trimming Manufacturer Dec 29 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
SHACKLOCK, FRANCIS, Nottingham, Insurance Agent Dec 22 at 3.30 Off Rec, St Peter's Church walk, Nottingham
SHORT, JAMES HENRY, Kingswear, Devon, Builder Dec 22 at 11 10, Athenæum terr, Plymouth
SUNYARD, WILLIAM, Goole, Yorks, Shipsmith Dec 22 at 11 Carlisle chbrs, Goole
SOPER, JOHN BROWNE, Bridgwater, Grocer Dec 22 at 12.15 George and Railway Hotel, Victoria st, Bristol
SPOONER, MARGUERITTE ELIZABETH, Langham st, Portland pl, Widow Dec 29 at 2.30 33, Carey st, Lincoln's inn
TAFFINDER, FRANK, Rotherham, Watchmaker Dec 23 at 1 Off Rec, Figtree lane, Sheffield
TERRY, STEPHEN HARDING, Hednesford, Staffs, Engineer's Outside Manager Dec 22 at 10.30 Off Rec, Newcastle under Lyme
THOMPSON, THOMAS HENRY, Bishop Auckland, Durham, Builder Dec 22 at 4.30 Three Tuns Hotel, Durham
WESTON, WALLIS, Sheffield, Whitesmith Dec 23 at 11 Off Rec, Figtree lane, Sheffield
WOOD, GEORGE, Thanet, Kent, Builder Dec 23 at 4 53, High st, Margate

ADJUDICATIONS.

ALCOCK, JOSEPH GEORGE, Rylett crsnt, Shepherd's Bush, Builder High Court Pet Nov 17 Ord Dec 10
BAKER, JOHN, Plymtree, Devon, Miller Exeter Pet Nov 20 Ord Dec 11
BETHELL, HENRY, Llandrindod, Radnorshire, Builder Newtown Pet Nov 17 Ord Dec 9
BLANKLEY, CECIL BENJAMIN, Stafford, Grocer Stafford Pet Nov 23 Ord Dec 12
BODDY, HENRY, Watford, Herts, Upholsterer St Albans Pet Nov 23 Ord Dec 11
BODY, JOHN, Frith rd, Leytonstone, Builder High Court Pet Dec 7 Ord Dec 11
BRAUND, LEWIS WILLIAM, Birmingham, Grocer Birmingham Pet Dec 8 Ord Dec 10
BROOK, JOSHUA, Morley, Yorks, Pork Butcher Dewsbury Pet Dec 12 Ord Dec 12
CLARKE, SPURLING, Rishangles, Eye, Suffolk, Farmer Ipswich Pet Nov 10 Ord Dec 9
COHEN, LOUIS DAVID, late Aldersgate st, Druggists' Sundriesman High Court Pet Nov 21 Ord Dec 10
COMPTON, FREDERICK, and GEORGE HARMAN, Hastings, Coal Merchants Hastings Pet Nov 23 Ord Dec 10
CRAIG, WILLIAM, Stoke upon Trent, Coal Merchant Stoke upon Trent Pet Dec 1 Ord Dec 11
CUTTING, NATHANIEL CUTTING, Herne Bay, Kent, Baker Canterbury Pet Dec 11 Ord Dec 12
DEAN, JINKS, Manchester, Commercial Traveller Manchester Pet Nov 25 Ord Dec 12
ELAND, MATTHEW, Stanningley, Yorks, Joiner Bradford Pet Dec 11 Ord Dec 11
ELWIN, HARRY, Uxbridge rd, Cheesemonger High Court Pet Dec 10 Ord Dec 10
EMMS, WILLIAM, Cawston, Norfolk, Wheelwright Norwich Pet Dec 12 Ord Dec 12
FILMER, THOMAS, Nunhead lane, Peckham, Butcher High Court Pet Nov 18 Ord Dec 12
GALLOWAY, WILLIAM CHARLES, late Gresham st, Solicitor High Court Pet Dec 2 Ord Dec 10
GIBBS, JOHN, Banbury, Oxon, Fishmonger Banbury Pet Dec 8 Ord Dec 10
GLOVER, GEORGE, Pudsey, Yorks, Spice Manufacturer Bradford Pet Dec 11 Ord Dec 11
GREENWOOD, JAMES, Cannon st, Builder High Court Pet Nov 4 Ord Dec 10
GREGORY, CHARLES NATHANIEL, Newcastle on Tyne, Boot Manufacturer Newcastle on Tyne Pet Dec 12 Ord Dec 12
GRIME, THOMAS, Rawtenstall, Lancs, Travelling Draper Blackburn Pet Dec 12 Ord Dec 12
HARRISON, THOMAS HENRY, Crewkerne, Somerset, Hotel Keeper Yeovil Pet Aug 4 Ord Dec 3
HEWS, EMMA ELIZABETH, and ALFRED EDWARD YEOMANS, Church row, Bethnal green, Trimming Manufacturers High Court Pet Dec 5 Ord Dec 10
HIBBITT, EDWARD, Colsterworth, Lincs, Builder Nottingham Pet Dec 11 Ord Dec 11
HODSON, ALFRED, Winchester, Innkeeper Winchester Pet Dec 10 Ord Dec 11
HOWELL, THOMAS CHARLES, Mincing lane, Lighterman High Court Pet Nov 14 Ord Dec 12
HULME, WALTER, Walton, nr Preston, Butcher Preston Pet Dec 11 Ord Dec 11
JONES, OWEN, Bangor, Carter Bangor Pet Dec 11 Ord Dec 11
JONES, THOMAS EDWARD BOURNE, Birmingham, Metal Merchant Birmingham Pet Nov 14 Ord Dec 11
KING, JOSEPH, late of Rudgwick, nr Horsham, Sussex, Builder Brighton Pet Nov 23 Ord Dec 11
LAPTHORNE, SAMUEL J, Norwich, Gunmaker Norwich Pet Nov 9 Ord Dec 11
LEWINGTON, GEORGE ROBERT, Rotherhithe st, Rotherhithe, Boatbuilder High Court Pet Dec 10 Ord Dec 10
LEWIS, ROBERT SYMES, Croydon, Surrey, Hosier Croydon Pet Nov 3 Ord Dec 4
LOSH, JOSEPH, Liverpool, Bricklayer Liverpool Pet Nov 30 Ord Dec 11
LUNDY, LOUIS FRANCIS, Wood lane, Shepherd's Bush, Builder High Court Pet Dec 1 Ord Dec 11
LUSBY, ELLEN, Welshampton, Salop, Licensed Victualler Wrexham Pet Dec 11 Ord Dec 12
LYNTON, EDMUND, Brighton, Baker Brighton Pet Dec 1 Ord Dec 10
MARSHALL, JAMES, Liverpool, Grocer Liverpool Pet Nov 26 Ord Dec 12
MASON, JOSEPH, Darlaston, Staffs, File Manufacturer Walsall Pet Nov 21 Ord Dec 3
MATTERFACE, THOMAS, Teignmouth, Cabinet Maker Exeter Pet Dec 11 Ord Dec 11
MELHUISH, WILLIAM SIDNEY, Gt Grimsby, Fisherman Gt Grimsby Pet Dec 12 Ord Dec 12
MITTEN, HENRY, Heighington, Lincs, Gent Lincoln Pet Nov 20 Ord Dec 10
MOORE, WILLIAM HENRY, Hyde st, Bloomsbury, Licensed Victualler High Court Pet Oct 28 Ord Dec 11
NETHERY, WILLIAM, Liverpool, Provision Dealer Liverpool Pet Nov 10 Ord Dec 10
O'CALLAGHAN, GEORGE HENRY KENNETH, Ludlow, Salop, Surgeon Leominster Pet Oct 7 Ord Dec 12
PARFITT, FRANK WATSON, Tonypandy, Glam, Photographer Pontypridd Pet Dec 9 Ord Dec 9
PEARCE, PAUL, and WILLIAM EDWARD JACKSON, Wolverhampton, Iron Plate Workers Wolverhampton Pet Nov 17 Ord Dec 11
PEILL, HENRY WILSON, Monmouth, Schoolmaster Newport, Mon Pet Dec 11 Ord Dec 12
PERRY, FRANK HERBERT, Slinfold, nr Horsham, Sussex, Farmer Brighton Pet Dec 12 Ord Dec 12
RICHARDSON, THOMAS, Islip, Northamptonshire, Higgler Northampton Pet Dec 9 Ord Dec 9
ROSSITER, FRANK JONES, Leeds, Coal Merchant Leeds Pet Dec 11 Ord Dec 11
SHARPLES, THOMAS, Salford, Grocer Salford Pet Oct 27 Ord Dec 12
SHORT, JAMES HENRY, Kingswear, Devon, Builder East Stonehouse Pet Dec 3 Ord Dec 10
SIBLEY, THOMAS, Ryde, I.W., Builder Ryde Pet May 14 Ord Dec 12
SMITH, ROBERT, Normanton, Grocer Wakefield Pet Dec 11 Ord Dec 11
SPENCER, HENRY, Cannon st, Wine Merchant High Court Pet Oct 12 Ord Dec 11
STEPHENS, THOMAS, St James rd, Camberwell, Shirt Manufacturer High Court Pet Oct 22 Ord Dec 10
THOMSON, WILLIAM, Arthur st, Gray's inn rd, Master Carpenter High Court Pet Nov 12 Ord Dec 10
TIREBUCK, HENRY, Birmingham, Coal Dealer Birmingham Pet Dec 10 Ord Dec 10
VIBERT, GERTRUDE ANNA, Bournemouth, Dressmaker Poole Pet Nov 30 Ord Dec 10
WALMSLEY, CHRISTOPHER, Barrow in Furness, Provision Dealer Barrow in Furness Pet Dec 10 Ord Dec 10
WILLIAMS, DAVID, Liverpool, Ironfounder Liverpool Pet Sept 16 Ord Dec 10
WILLIAMS, GEORGE CLIFFORD WILLIAMS, Kingshill Farm, Leigh, nr Malvern, Farmer Worcester Ord Dec 10
WRIGHT, ROBERT EVANS, late of Handsworth juxta Birmingham, Tailor Birmingham Pet Dec 2 Ord Dec 11

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, Double Numbers, and Postage*, 53*s*. WEEKLY REPORTER, *in wrapper*, 53*s*. SOLICITORS' JOURNAL, 26*s*. 6*d*.; *by Post*, 28*s*. 6*d*. *Volumes bound at the office—cloth*, 2*s*. 6*d*., *half law calf*, 5*s*. 6*d*.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.